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15 UNITED STATES DISTRICT COURT
16 DISTRICT OF NEVADA

17 FEDERAL TRADE COMMISSION,

18 Plaintiff,

19 v.

20 CONSUMER DEFENSE, LLC, *et al.*,

21 Defendants.
22
23
24
25
26

2:18-cv-00030-GMN-PAL

**FTC'S EXHIBITS IN SUPPORT
OF ITS *EX PARTE* MOTION FOR
TEMPORARY RESTRAINING
ORDER WITH ASSET FREEZE,
APPOINTMENT OF RECEIVER,
AND OTHER EQUITABLE
RELIEF, AND ORDER TO SHOW
CAUSE WHY A PRELIMINARY
INJUNCTION SHOULD NOT
ISSUE**

FILED UNDER SEAL

27 VOLUME 2
28

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EXHIBIT 9

DECLARATION OF JOSEPH PARMA

**DECLARATION OF JOSEPH PARMA
PURSUANT TO 28 U.S.C. §1746**

I, Joseph Parma, make the following statement:

1. I am a citizen of the United States and am over eighteen (18) years of age. I live in Guerneville, California. I have personal knowledge of the facts stated herein.
2. In or around September 2016, my wife and I were looking online to find someone to help us obtain a mortgage modification. We had been paying our mortgage on time, but wanted to lower our payments, which at that time were approximately \$1,663 a month. My wife came across a company called Consumer Link.
3. On or around August 10, 2016, we contacted Consumer Link and spoke with several representatives, including a man named Cameron James and a man named Rod Kartchner. Even before we told Consumer Link anything about our mortgage or financial situation, they assured us that they could guarantee a modification for us. We were told modifications take around three to four months. During that time, we would need to pay Consumer Link about \$780 a month for the first three months, and if we did not obtain a modification in the first three to four months, we could pay Consumer Link a different monthly rate until they were able to obtain the modification. Cameron said that Consumer Link had helped a lot of people and that their attorneys would be working with us to obtain a modification.
4. One of the Consumer Link representatives we spoke with asked if we could continue to pay both Consumer Link's fees and our mortgage. We said that we could not make both payments. The representative then advised us to stop paying our mortgage and pay the \$780 fee to Consumer Link for three months. I was surprised by this advice, but the representative said that we did not need to pay our mortgage because they would

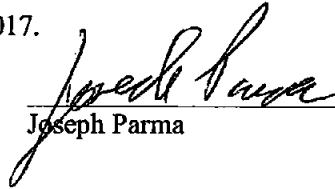
definitely be able to obtain a modification for us. Consumer Link also said that we should not talk to our mortgage lender, and if they tried to contact us, we should send them to the attorneys at Consumer Link.

5. Consumer Link took down our information. On or around August 10, 2016, we received an email from Rod Kartchner with paperwork for us to sign and send back. The paperwork included a service guarantee agreement from Consumer Defense, LLC. The service guarantee agreement said that based on the past performance of Consumer Link and their knowledge of our financial situation, Consumer Defense would guarantee a mortgage modification or foreclosure alternative as long as we complied with all of Consumer Defense's requirements. The paperwork also included a consumer advocacy agreement, which stated that Consumer Defense makes no guarantee of services. However, Rod's email said that we should cross out the clause in the contract that stipulates "no guarantee" and write "N/A" because of the service guarantee agreement. We signed the paperwork and sent it back to Consumer Link shortly thereafter. True and correct redacted copies of these documents with some of my handwritten annotations are attached to this declaration as *Attachment A*.
6. We paid Consumer Link's monthly fees via credit card from September 2016 to December 2016. During this time, we talked to several representatives, including Rod and Rebecca Peace. Consumer Link also went by the name of Default Support Center. Consumer Link requested that we fill out a financial worksheet with information about our income and expenses. Consumer Link also sent us a Request for Mortgage Assistance form from the Making Home Affordable Program. On or around September 1, 2016, we filled out and sent in all of the forms Consumer Link sent us.

7. In or around January 2017, we received a letter from our mortgage company that we had been denied a modification. I contacted our mortgage servicer and discovered that we did not qualify for a modification because we had too high of a debt-to-income ratio.
8. After receiving the denial notice, I wrote Consumer Link a letter stating we would not be paying them anymore and requesting a refund. Consumer Link never responded to my letter or issued a refund. We changed bank accounts to stop Consumer Link from taking out any more payments.
9. Because we had not been making mortgage payments for several months, our mortgage lender started to initiate foreclosure proceedings. When we spoke with an employee at our mortgage servicer, they said that we would have to make a higher monthly payment for several years in order to stop the foreclosure proceedings. We made this new mortgage payment, approximately \$2,005 a month, for a few months, but it was a significant financial stressor. We live on a fixed-income, and the higher mortgage payment left us with less than \$1,000 each month for all of our other bills. At some point in the process, our mortgage lender told us we had to file for bankruptcy in order to keep our home. In or around February of 2017, we filed for bankruptcy.
10. Consumer Link did not modify our mortgage. In fact, our monthly mortgage payment has at least temporarily increased as a result of working with Consumer Link. We are currently trying to catch up on our payments so we can avoid foreclosure, but worry that it is still a possibility.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 14 day of APRIL, 2017.



Joseph Parma

07/02/2018

Preferred Law Mail - Attn: Joseph and Jeannie Parma -- Documents To Be Completed And Returned Back To Me ((see a total of four attachments))



Rod Kartchner <rkartchner@modificationreviewboard.com>

Attn: Joseph and Jeannie Parma -- Documents To Be Completed And Returned Back To Me ((see a total of four attachments))

1 message

Rod Kartchner <rkartchner@modificationreviewboard.com>

To: [REDACTED]

Wed, Aug 10, 2016 at 4:37 PM

Hello Joseph and Jeannie,

Per our discussion, please find your Guarantee, Borrowers Authorization form, Payment Schedule and Fee Agreement. Would you please complete, sign and fax back them to the fax number listed below: (Total of 4 pages: The Borrowers Authorization, the PF and pages 1 and 3 of the Consumer Advocacy Agreement)

Within 1-2 business days of receipt of the above requested documents you will receive an email from your counselor who will be setting up your file and coordinating with Consumer Defense.

Please note the following:

1. **On the Borrowers Authorization (BA):** Name of First Lender is the lender you make payments to, not necessarily the first lender you had when you got the loan.

2. **On the Payment Form (PF) :** A) Name on card refers to card holder not the name of the institution, AND THAT IS THE PERSON WHO MUST SIGN THE FORM. B) The date of your first payment will be 14 days from the date I receive your paperwork, this is why there are months and year but no dates listed.

3. **On the Consumer Advocacy Agreement:** Not everyone is eligible for a guarantee so there is a clause within the contract stipulating "no guarantee". Cross that out and put "N/A". Included in this packet, is your written guarantee from Consumer Defense.

Thank You,

Rod Kartchner

Told us not to pay our mortgage payment

Senior Modification Advisor

888-980-7497 Direct Toll Free

888-334-7255 Fax Number

Consumer Defense, LLC: <http://www.bbb.org/utah/business-reviews/loan-modification/consumer-defense-llc-in-sandy-ut-22310080/>

Link to references from homeowners with completed federal home loan modifications: <http://www.attorneyloanmodifications.com/success-stories/>

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August 10, 2016

Joseph and Jeannie Parma

Guerneville, CA

Re: Service Guarantee Agreement

Dear Joseph and Jeannie,

Consumer Defense, LLC welcomes you. We hope to shortly assist you with submitting a Qualified Written Request and forwarding your file to Consumer Link, Inc. for processing. Our services are detailed in the "Consumer Advocacy Agreement" letter. Once all of your information and documentation is received, and unless you direct otherwise in writing, Consumer Link will initiate your modification services and will be your primary contact throughout the process.

Based on the past performance of Consumer Link and our knowledge of your factual situation, Consumer Defense hereby **GUARANTEES** that a modification or home foreclosure alternative pursuant to the HAFA program will be secured for you conditioned upon the following terms:

- ☐ You allow Consumer Link to process the modification and you promptly cooperate with Consumer Link and Consumer Defense at all times.
- ☐ All communications from your lender, if any, are immediately forwarded to Consumer Link.
- ☐ All documents will be submitted when requested by the deadlines given.
- ☐ There will be no significant changes to your current circumstances.
- ☐ All relevant information provided by you is entirely accurate and complete.
- ☐ All payments to Consumer Defense made on time per the payment schedule.
- ☐ Any and all disputes between the parties related to this agreement and Consumer Defense shall be governed by the terms of the "Consumer Advocacy Agreement."
- ☐ This agreement constitutes the entire agreement between the parties relating to the transactions contemplated hereby and all other prior or contemporaneous agreements, promises, claims, understandings, representations and statements, oral or written, are merged into this agreement.

Consumer Defense, LLC

FRIENDS OF

MAKING HOME AFFORDABLE

Consumer Defense, LLC • 500 North Rainbow Blvd • Suite 300 • Las Vegas, NV 89107
Phone: (888) 980-7566 • Fax: (888) 334-7255 • www.consumerdefense.com

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ATTN: Rod

Consumer Link, Inc.
200 S. Virginia, 8th Floor
Reno, NV 89501
Phone: (888) 980-7317
Fax: (888) 224-6524

Borrower(s) AuthorizationDate: 8/10/2016Account Number: Loan # [REDACTED]

To: The money source
500 South Broad St
Suite 100A
Meriden, CT 06450

(Name of First Lender)

(Address)

(City, State, Zip)

The undersigned borrower(s) do hereby appoint Consumer Link, Inc., acting by and through its employees, staff and agents, as the authorized agents of the undersigned and to negotiate and act on behalf of the undersigned with respect to avoiding foreclosure of the following real property:

[REDACTED]
Guerneville, CA

(Address of Property)

(City, State, Zip)

As necessary to carry out the above, Consumer Link, Inc., acting by and through its employees, staff and agents, are expressly authorized, on behalf of the undersigned, to:

1. Communicate with my creditors, home lender, and financial institutions to obtain any and all information regarding my accounts or debts that I may owe, including for example the account balances, payment history, verification of the account and any other information necessary to allow Consumer Link, Inc. to evaluate and formulate settlement, modification relief services, or payment offers on my behalf.
2. Make good faith settlement or payment offers on my behalf. This authorization shall expire six (6) months from the date above unless rescinded in writing prior to that date.

Borrower:

Signature

Printed Name

Social Security Number

Date of Birth

Co-Borrower:

Signature

Printed Name

Social Security Number

Date of Birth

* Authorized REPRESENTATIVES of Consumer Link, Inc. that can be reached at (888) 980-7317: • Jonathan Hanley • Sandra Hanley • Bobbi Collins • Shannon Martinez • Rebecca Peace • Mia Apcho • Brianne Whitnire • Ali Parkinson • Ana Amaya • Cameron James

Authorization

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Payment Form

Consumer Defense, LLC Representative: Rod Kartchner

Client Information:

Name: Joseph Parma and/or Jeannie Parma

Phone: [REDACTED]

E-mail: [REDACTED]

Physical Address: [REDACTED] Guerneville, CA [REDACTED]

Billing Information:

Name on Card: JOSEPH F PARMA JR

Card Type (circle): Visa (MasterCard) Discover

Card Number: [REDACTED]

Expiration: [REDACTED]

Code: [REDACTED]

Billing Address: [REDACTED]
Guerneville, CA [REDACTED]

Payment Schedule: ((please insert the day (date) of your auto-draw schedule below))

	Date	Amount
2 9/4/16	Aug. 2016	\$ 390.00
9/4/16	Sept. <u>4</u> 2016	\$ 780.00
10/4/16	Oct. <u>4</u> 2016	\$ 780.00
11/4/16	Nov. <u>4</u> 2016	\$ 780.00
12/4/16	Dec. <u>4</u> 2016	\$ 780.00
1/4/17	Jan. <u>4</u> 2017	\$ 390.00
<u>\$780.00</u>	TOTAL	\$3,900.00

Paid in Full: ☐ Yes ☐ No (explain) _____

Client's Signature:

Date: 9/10/2016

Sign here ►

Joseph F Parma JR

Page 1 of 1
Payment Form

X Consumer Defense, LLC • 500 North Rainbow Blvd • Suite 300 • Las Vegas, NV 89107
Phone: (888) 981-7566 • Fax: (888) 334-7235 • www.consumerdefense.com



Consumer Defense

August 10, 2016

Joseph and Jeannie Parma

Guerneville, CA

Re: Consumer Advocacy Agreement

Dear Mr. and Mrs. Parma,

Please find enclosed the "Terms and Conditions" governing the services provided through Consumer Defense, LLC.

	Borrower	Co-Borrower (if any)
Name(s)	JOSEPH F PARMA JR	Jeannie T Parma
Street Address	[REDACTED]	[REDACTED]
City, State, Zip	Guerneville, CA	Guerneville, CA
Phone Number	[REDACTED]	[REDACTED]
E-mail	[REDACTED]	[REDACTED]

I (We), the above-named Client(s), affirm that I (we) have received, read, and understand the "Terms and Conditions" provided below, and AGREE to the terms thereof.

Client:

Date: 8/10/2016

Sign here ►

Client Name:

JOSEPH F PARMA JR

Co-Client:

Date: 8/10/2016

Sign here ►

Client Name:

Jeannie T Parma

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Consumer Advocacy Agreement

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TERMS AND CONDITIONS

IN CONSIDERATION of the promises and covenants of the parties to this agreement (the "Agreement"), the above-named Client and co-Client(s) (collectively referred to as "Client"), Consumer Defense, LLC ("Consumer Defense"), and the other intended beneficiaries of this Agreement, hereby agree as follows:

1. **Scope of Services.** Client hereby appoints Consumer Defense to provide consumer home and loan management counseling and education, examine his or her federal rights, assist with document preparation, and continually cooperate with all services performed on Client's matter. The services and fees are set out in detail below and are billed on a monthly basis.

All state related matters related to Client's matter, if any, will be immediately forwarded, with Client's permission, to local counsel and will not be governed by the terms of this Agreement. Consumer Defense is not acting as Client's attorney in any capacity. Client acknowledges and agrees that Consumer Defense only provides consumer counseling, cooperates with, and educates Client with respect to various federal rights and protection identified under federal law, including the Equal Credit Opportunity Act (ECOA), Fair Credit Reporting Act (FCRA), Real Estate Settlement Procedures Act (RESPA) and the Truth In Lending Act (TILA), Making Home Affordable Program (MHA), Home Affordable Modification Program (HAMP), FHA-HAMP, Home Affordable Foreclosure Alternatives Program (HAFA), Home Affordable Refinance Program (HARP), Home Affordable Unemployment Program (UP), Second Lien Modification Program (2MP), Treasury/FHA Second Lien Program (FHA2LP), and other federally derived programs and laws. These services also include providing paperwork for Client's pro-se submission of any Qualified Written Request (completed by Client) pursuant to the TILA 15 U.S.C. § 1601, et seq., the Fair Debt Collection Practices Act (FDCPA) and RESPA, codified as Title 12 § 2605 (e)(1)(B) and Reg. X § 3500.21 (f)2 of the United States Code. In accordance with state and federal law, Consumer Defense does NOT perform the following services: foreclosure rescue and prevention services, loss mitigation services, foreclosure consultation, loan modification assistance, debt negotiation or adjustment, or other state related relief. All home loan assistance, if any will be directed to Consumer Link, Inc. ("Consumer Link"), a nonprofit corporation, an alternative competent mortgage assistance relief service, a HUD approved housing counseling agency, or local counsel, which shall not be governed by the terms of this Agreement unless stated otherwise. There is no charge for this service.

Client agrees Consumer Defense may engage the service of, and release Client's financial and other confidential information to Consumer Link, local counsel, or a mortgage assistance relief service on behalf of Client as Consumer Defense deems necessary unless directed otherwise by Client in writing. Client acknowledges and agrees that Consumer Defense is an entirely separate entity from Consumer Link, Inc., HUD approved counseling agencies, and Client's local counsel. Client acknowledges and agrees that Consumer Defense shall not be governed by any promises or guarantees made by any other entity, and any claim by Client related to any purported promises or guarantees shall be directed to such other entity and not Consumer Defense.

2. **Payment for Services.** Client agrees to pay Consumer Defense on at least a monthly basis for services rendered. Client agrees to pay the total amount of \$3,900 in accordance with the fee schedule identified under "Payment Form." If Client continues using the services of Consumer Defense beyond the fee schedule,

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our modification was denied after 4 payments Consumer Advocacy Agreement

*of \$780⁰⁰
by our bank*

Consumer Defense, LLC • 500 North Rainbow Blvd • Suite 300 • Las Vegas, NV 89107
Phone: (888) 980-7566 • Fax: (888) 334-7255 • www.consumerdefense.com

*get letter from our lender
for denial in Jan 2017*

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Client agrees to pay the continuity amount of \$297 per month until such time Consumer Defense's services are complete.

Borrower's Initials: J. P.

Co-Borrower's Initials: JP

10% Reduction of Principal Contingency Fee. If applicable under state law, Consumer Link, Inc. may at your discretion negotiate to reduce or discharge the secured debt including any second mortgage attached to your property. *Only if* Consumer Link, Inc. is successful and you agree to the lender's offer, you AGREE to pay a contingency fee to Consumer Link, Inc. or its assigns in the amount of 10% of the total debt forgiven as a result of the negotiation with respect to the property. This Debt Reduction Contingency Fee must be paid over a period not to exceed five years in equal monthly payments at 4% annual interest. Consumer Link, Inc. (and Consumer Defense, LLC) makes no guarantee, instruction, or claim regarding the potential tax consequences of debt forgiveness.

Borrower's Initials: J. P.

Co-Borrower's Initials: JP

3. **Litigation and Attorney Fees Not Included.** Unless otherwise agreed to in writing and signed by the parties, Consumer Defense will *not* be assisting, representing, or forming an attorney-client relationship with Client in any manner or capacity. Legal services shall NOT be covered by this Agreement and will be handled through local counsel only.
4. **Client's Obligations.** Client AGREES to the following:
 - a. Client shall immediately notify Consumer Defense or Consumer Link if Client receives telephone calls, e-mails or any other correspondence from his or her lender or lender's attorney(s). Client is free to communicate with his or her lender at all times.
 - b. Client shall provide both Consumer Defense and Consumer Link with accurate and current financial information and financial history as requested by either entity and shall cooperate with ongoing requests and shall communicate any material change of circumstances to Client. Client agrees to submit the completed Consumer Defense financial package within ten (10) days from the date of this Agreement (or such time frame agreed upon in writing between Client and Consumer Defense).
 - c. Client shall make all payments as detailed above and on the document titled "Payment Form." Client acknowledges that any rejected or delayed payments will result in a fee payable to Consumer Defense in the amount of \$25 for each NSF payment and a \$25 fee for payment rescheduling. No payment rescheduling shall be authorized within 5 days before the payment date. Client agrees to pay a late fee of \$50 for each payment not received within 30 days from the due date of the payment.
 - d. Client agrees that should Client use a credit card to pay for Consumer Defense's services, CLIENT AGREES NOT TO CHARGEBACK THE CARD for any reason. Client agrees that Consumer Defense makes NO GUARANTEE of services. In the event that Client breaches this provision and chargebacks his or her credit card, Client agrees that liquidated damages of \$250 shall be applied to Client's account in addition to all other remedies provided in this Agreement and under law. This amount represents a reasonable estimate of the costs involved in disputing a chargeback with the credit card company.

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Consumer Advocacy Agreement

5. **Withdrawal from Agreement.** Consumer Defense reserves the right to IMMEDIATELY withdraw from assisting Client (which shall include Consumer Link for purposes of this paragraph) or place Client's file on hold if, among other things, Client fails to honor the terms of this Agreement, including non-payment or untimely payment to Consumer Defense; failure to cooperate with or follow advice on a material matter, or if any fact or circumstance arises that would render continuing work unlawful or unethical. Upon withdrawal, Consumer Defense shall be entitled to any and all fees earned to that point, including fees necessary to close Client's account, and shall return any and all unearned fees to Client.
6. **Confidentiality.** Client agrees to not disclose to third parties, other than Client's attorney(s) or financial advisor(s), any information obtained from Consumer Defense, including the forms used in this transaction or other proprietary information obtained from Consumer Defense in the course of receiving service from Consumer Defense.
7. **Limitation of Liability (Fee Paid); Single Defendant.** Subject to the arbitration and small claims provisions below, and notwithstanding any other provision, Client AGREES that any and all claims for damages by Client against Consumer Defense (which shall include for purposes of this paragraph Consumer Link and any other marketing or related entity) for any and all reasons whatsoever shall be strictly LIMITED only to the FEE paid by Client to Consumer Defense pursuant to this Agreement and Client agrees to only name Consumer Defense (and no other entity or other person) as the ONLY defendant. Notwithstanding any other provision, Client agrees to pay ALL attorney's fees by Consumer Defense, Consumer Link, or other related entity/person incurred in enforcing the terms of this provision.
8. **Amendments.** This Agreement, including all Addendums, may not be superseded, amended or added to except by a separate agreement in writing, signed by the parties hereto, or their respective successors-in-interest.
9. **Indemnity.** So far as permitted under law, Client agrees to indemnify and hold Consumer Defense (including Consumer Link and any other related entity or person) harmless from any and all liability, loss or expenses (including attorney's fees and costs) arising out of or relating to the real property identified herein, Client's lender arrangement, or the services provided by Consumer Defense for Client pursuant to this Agreement.
10. **Interpretation/Applicable Law/Venue.** This Agreement is made in the State of Nevada, and shall be construed pursuant to the laws of the State of Nevada, without reference to any conflict of laws provisions and/or procedures which may otherwise apply. Subject to the small claims court and arbitration provisions below, the parties to this Agreement (including Consumer Link or other related entity) further agree that the venue for the resolution of any dispute between the parties arising out of this Agreement shall be proper only in Clark County, Nevada.
11. **Collection.** Notwithstanding any other provision of this Agreement, should Client fail in any manner to timely pay Consumer Defense for its services as described in this Agreement and the document titled "Payment Form," Client AGREES to pay any and all attorney's fees and costs, incurred by Consumer Defense or any other authorized collection entity in collecting the same. Client AGREES that Consumer Defense or its authorized agent may use any and all personal, employment, financial, confidential, and other information

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Consumer Advocacy Agreement

supplied by Client to Consumer Defense, including information obtained from Client's lender(s), financial institution(s), family, etc., in pursuing collection against Client.

12. **Partial Invalidity.** If any court of competent jurisdiction holds any sentence, term, or provision of this Agreement to be illegal or invalid, said sentence, term, or provision shall be deemed to be severed and deleted; such deletion shall not affect the validity of the remaining terms and provisions of this Agreement.
13. **Small Claims Court and Arbitration.** Excluding collection proceedings against Client as described above, any and all disputes between the parties, including claims against Consumer Link and any other marketing or related company, *shall* be resolved by submission to and litigation in the SMALL CLAIMS DIVISION OF THE CLARK COUNTY JUSTICE COURT OF NEVADA. If for any reason the dispute is not within the jurisdiction of the Small Claims division of the Consumer Defense, then the dispute *shall* be resolved by *binding* arbitration in CLARK COUNTY, NEVADA, without appeal, and any award rendered thereunder may be entered in any court of competent jurisdiction. Excluding collection proceedings against Client as described above, the prevailing party shall NOT be awarded attorney's fees and costs.

CLIENT AGREES THAT THESE ARBITRATION TERMS SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (CODIFIED AT 9 U.S.C. § 1 ET SEQ.), WHICH PROVIDES FOR JUDICIAL FACILITATION OF PRIVATE DISPUTE RESOLUTION THROUGH ARBITRATION, AND CONSUMER DEFENSE (AND OTHER ENTITIES) AND CLIENT CAN PURSUE ALL REMEDIES AVAILABLE UNDER THE FEDERAL ARBITRATION ACT IN COMPELLING ARBITRATION.

14. **Entire Agreement.** This Agreement and any follow-on addendums, including Addendum A, constitute the entire agreement between the parties relating to the transactions contemplated hereby and all other prior or contemporaneous agreements, promises, claims, understandings, representations and statements, oral or written, are merged into this Agreement.

NOTICE TO CLIENT. Consumer Defense does not charge for loan modification or other related services. However, should any entity attempt to charge you for such services, please be aware that it is not necessary to pay a third party to arrange for a loan modification or other form of forbearance from Client's mortgage lender or servicer. Client may call his or her lender directly to ask for a change in loan terms. Nonprofit housing counseling agencies also offer these and other forms of Client assistance free of charge. A list of nonprofit housing counseling agencies approved by the United States Department of Housing and Urban Development (HUD) is available from a local HUD office or by visiting www.hud.gov. Consumer Defense is not associated with the government, and Consumer Defense's federal legal services have not been approved by the government or Client's lender. Client's lender may not agree to change Client's loan; and if Client stops paying Client's mortgage, Client could lose Client's home and damage Client's credit rating. Client acknowledges that Consumer Defense encourages Client to make timely mortgage payments at all times in accordance with Client's agreement with his or her lender.

EXHIBIT 10

DECLARATION OF DENNIS PETERSON

**DECLARATION OF DENNIS PETERSON
PURSUANT TO 28 U.S.C. § 1746**

I, Dennis Peterson, make the following statement:

1. I am a citizen of the United States and am over eighteen (18) years of age. I live in Watkinsville, Georgia. I have personal knowledge of the facts stated herein.
2. In or around October 2011, my wife and I were looking to reduce our monthly mortgage payment. I do not remember if we were delinquent on our mortgage, but we were struggling to make our monthly payments. We were looking to reduce our monthly mortgage payment, which was approximately \$980 per month, by about 10-20%. While searching online, my wife came across a company called Compass Law.
3. In or around October 2011, my wife and I spoke with a representative named Kevin White at Compass Law. Kevin stated that Compass Law would work with our lender, Chase, to reduce our monthly payment. We told Kevin we were looking to save about 10-20% per month on our mortgage payments, and Kevin told us that was feasible. On October 17, 2011, Kevin sent an email containing a number of documents that we needed to complete and submit to Compass Law. A true and correct redacted copy of this email and the documents is attached to this declaration as *Attachment A*.
4. Kevin told us that if we signed up with Compass Law, we would have to pay Compass Law a fee of about \$600 per month until the loan modification was processed, and that we would have to begin paying this fee before Compass Law would start doing any work on the modification. We told Kevin that we could not afford to pay our current mortgage in addition to the \$600 monthly fee from Compass Law. He advised us to stop paying our mortgage and only pay the \$600 monthly fee to Compass Law. Kevin said that the total amount of missed mortgage payments during the modification process would be

added to the balance of the modified mortgage. Kevin also said that if Chase contacted us, we should tell them that Compass Law was now representing us and give them Compass Law's contact information. Kevin said that Compass Law would handle things with Chase. While I do not remember if Compass Law representatives ever used the word "guaranteed," Compass Law made me feel as if a mortgage modification was just about guaranteed. Kevin told me that Compass Law had obtained hundreds of modifications with several different lenders.

5. We decided to sign up with Compass Law. On October 24, 2011, a Compass Law representative named Andrew Mullen sent us an email outlining a payment schedule and a request for my wife's debit card information. We authorized Compass Law's monthly fee to be withdrawn directly from our bank account. The payment schedule lists the first payment as being due on October 31, 2011. True and correct redacted copies of this email and the documents attached to the email are attached to this declaration as

Attachment B.

6. Compass Law told us to send our bank statements, pay stubs, and other documents to it every month until Compass Law heard back from Chase about receiving a modification. For example, on February 26, 2013, we received an email from Simone asking for updated bank statements and pay stubs. A true and correct redacted copy of this email is attached to this declaration as ***Attachment C.***

7. Compass Law told us repeatedly that it usually took about eight months to a year to obtain a modification. After roughly seven months of paying Compass Law, we received a letter from Chase saying that our modification application was denied. On May 5, 2012, we emailed Kevin, saying that we had received a letter from Chase denying our

modification and that we were more than 12 months behind on our mortgage. Kevin replied that this was a common occurrence, and he would have our processor at Compass Law contact us. Our processor never contacted us. A true and correct redacted copy of the email exchange with Kevin is attached to this declaration as ***Attachment D.***

8. After the first denial notice from Chase, we did not receive any communication from Chase regarding a modification. We tried to get in touch with Chase several times, but Chase representatives told us that they could not speak with us because we had signed over our power of attorney to Compass Law. The Chase representative informed us that our contact information had been completely changed to Compass Law's contact information. We learned this approximately one year into our time with Compass Law.
9. From May 2012 through January 2013, Compass Law was very unresponsive whenever we contacted the company. However, Compass Law representatives would contact us monthly and would request documents such as pay stubs and utility bills. We sent Compass Law all requested documentation.
10. On January 23, 2013, a Compass Law representative named Simone Rudas sent us an email stating she sent all requested information to Chase, and she would confirm its receipt with Chase in about three to five days. Only months later, on April 16, 2013, did Simone email us and confirm that Chase was reviewing our file. She also noted that decisions were typically reached within 45 days, but she had recently seen decisions reached in closer to 15 days. True and correct redacted copies of the January 23, 2013 and April 16, 2013 emails with Simone are attached to this declaration as ***Attachment E.***
11. From April 2013 through January 2014, we had difficulty getting in contact with Compass Law. Despite the constant requests for documents, Compass Law failed to

update us on the status of our modification. The modification process took much longer than what Compass Law originally represented to us. At the time, our primary contact with Compass Law was Simone, but we could not get in contact with her. We were able to talk with Omar Melo, who claimed to be an attorney and the owner of Compass Law. Omar told us that everything was fine and the reason that we could not get in contact with Simone was that she recently had a baby.

12. On January 23, 2014, Simone followed up with us. She said that she reviewed our situation one more time, and she expected approval with a monthly payment between \$990 and \$1150. Simone told us that the reason our monthly payment was estimated to be greater than our original monthly payment was due to the years of missed mortgage payments. Simone also said that she would submit our modification application once she received my November and December pay stubs. A true and correct redacted copy of the January 23, 2014 email with Simone is attached to this declaration as ***Attachment F***.
13. On March 25, 2014, Omar Melo from Compass Law sent us a copy of notes on our “file” with Compass Law so that we could see which documents we needed to send to Compass Law. The notes included what Compass Law represented to be the current status of the loan modification process and notes on work that Compass Law was purportedly doing. A true and correct redacted copy of this email is attached to this declaration as ***Attachment G***.
14. At some time around the spring or early summer of 2014, Compass Law informed us that our second modification application had been denied. On multiple occasions, I tried contacting Compass Law so that I could figure out why our modification was denied and to ensure that an appeal had been requested. I could not get in contact, via phone or

email, with a single representative at Compass Law. On June 26, 2014, I sent Omar an email to which he never replied. A true and correct redacted copy of the June 26, 2014 email is attached to this declaration as *Attachment H*.

15. Shortly after, on or around July 1, 2014, we received a notice from Chase that our house was scheduled for foreclosure. I immediately reached out to Omar Melo, Andrew Mullen, and Kevin White of Compass Law. I told them that we received a foreclosure notice and that Chase stated they had not received anything from Compass Law regarding our foreclosure. Neither Omar nor Kevin replied. True and correct redacted copies of the July 1, 2014 emails are attached to this declaration as *Attachment I*.

16. In the fall of 2014, we worked with a Compass Law representative named Joel Wolfley, who was represented to us as a specialist for cases like ours. Joel stated that even though we were in foreclosure, we could still obtain a modification. Joel also said that he knew the person who was handling our modification application with Chase very well and that the Chase representative could help us obtain a modification. Joel continued to send us documents for us to complete to apply for a modification. For example, on May 3, 2015, Joel sent us a Request for Transcript of Tax Return document and a HUD Request for Occupied Conveyance document for us to complete and return to him. A true and correct redacted copy of this email is attached to this declaration as *Attachment J*.

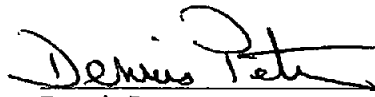
17. On May 17, 2015, we received an email from Joel requesting additional information to apply for a modification. Joel's email said that the only document he needed from us was a hardship letter. A true and correct redacted copy of this email is attached to this declaration as *Attachment K*.

18. In or around June 2015, an acquaintance informed us that our house was listed for sale online. I called Chase about this, and a representative told us our house was sold on or around June 2, 2015. I told the representative we were still living there, and the representative said Chase sold our house back to itself. Our house never had a for sale sign in our yard. Chase told us that it had told Compass Law about the sale, but Compass Law never contacted us about the sale.
19. After learning about the sale of my house, I called Compass Law for the final time in or around June 2015. I spoke with Joel, and he told us that Compass Law could still get a modification for us. Joel said that neither he nor anyone at Compass Law knew about the sale of our house, but regardless, Compass Law could still get us our modification. At that point, I told Compass Law we would not authorize any more payments and that we no longer wanted Compass Law's services. However, Compass Law took another payment out of our bank account the next month. We filed a police report, and we were able to get this one payment back.
20. When we signed up with Compass Law, we were in bankruptcy. We told Compass Law this when we first signed up, but Compass Law representatives told us bankruptcy did not matter. After Chase sold our house back to itself, we contacted the Department of Housing and Urban Development (HUD), and a HUD representative told us that one cannot get a loan or modify a loan while in bankruptcy.
21. After our last conversation with Compass Law, Chase auctioned our house to another consumer in July 2015 for \$136,000. My family and I moved out of our house on or around July 31, 2015.

22. Compass Law did not modify our mortgage, although we did everything the company asked of us. By the time we separated from Compass Law, we were \$30,000 behind on our mortgage. Their advice and services cost us over \$10,000 in fees as well as our home.

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Watkinsville, Georgia this 15th day of August, 2017.


Dennis Peterson

ATTACHMENT A

Liles, Alexander

From: AmyDennis Peterson [REDACTED]
Sent: Thursday, July 06, 2017 6:51 PM
To: Liles, Alexander
Subject: Fwd: Loan Modification Financial information
Attachments: new compass law 5 page init customer.pdf

----- Forwarded message -----

From: Kevin White <kevin@compasslawoffice.com>
Date: Mon, Oct 17, 2011 at 5:39 PM
Subject: Loan Modification Financial information
To: [REDACTED]

Hi Amy, I'm writing to you because you have requested information regarding mortgage relief. There are many programs available at this time to help people who have fallen behind on their mortgage payments due to a hardship or people who are simply struggling on a monthly basis.

Qualification for the programs could entitle you to a reduced monthly payment, your past due balance could be moved to the back of your loan, so that you would be starting over with a clean slate. You could be protected from your home being sold at auction.

Please call me so that we can determine your eligibility or you can complete the attached documents and send to me for review. By submitting the package you are in no way obligated to use our service and Compass Law is not obligated to accept you on as a client.

I hope we can be of service during this stressful time and put our expertise in this area to work for you.

--

Yours truly,

Kevin White

Compass Law Group

--

Kevin D. White
877-394-0608 toll free
801-810-8663 cell
888-265-7265 fax



Compass Law Office
Admitted to Practice Law in Utah

Dear Homeowner:

Thank you for choosing Compass Law, P.L.L.C. (Hereinafter, "Compass Law") to assist you in seeking debt relief. We have helped many others in similar, or even worse, circumstances. Our office works aggressively with Borrowers to help find alternatives to foreclosure and the loss of their home. Our objective is to make sure that you realize that no matter how bad your situation has become, it may be possible to avoid foreclosure if you take prompt action. Together, we may be able to resolve your delinquency without a foreclosure sale of your home.

The key to avoiding foreclosure is you! Through open communication with our loss mitigation negotiators, we will try to help you cure your mortgage default without foreclosure. The loss mitigation services provided by Compass Law include:

- Interview with Client
- Consultation with Client
- Research for Client
- File Evaluation
- Review and Analysis Services
- Processing and Negotiation Workout
- Forebearance and Short Sale

You will be roughly billed for these services as they are near completion or completed. Your fees cover as many of these services as are required, or that you/we agree to pursue..

Client's Responsibilities:

Please complete the following application in its entirety and return it, and any other requested documents, as soon as possible. It is essential that you fill out the following paperwork COMPLETELY and that you attach any and all documentation that has been requested. Failure to do so will delay processing of your file and thus will likely affect your outcome. Please be advised that lenders have different requirements and therefore additional information may be requested from you. It is ESSENTIAL that you rush all requested documents to us so that we may process your file as quickly as possible. It is YOUR RESPONSIBILITY to furnish all requested documentation so that we may obtain the best possible result for your personal situation.

1. All Clients must be available for, and participate in, an initial client assessment meeting phone call prior to being accepted as a client by the Compass Law, P.L.L.C. THE COMPLETION OF THIS PACKET DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP.

THIS OFFICE MUST AGREE TO ACCEPT YOUR REQUEST FOR REPRESENTATION.

After attorney receives all documents, please allow for a 3-5 day review process before your case is accepted.

2. You must provide all necessary account information and inform us of any changes in contact information, financial standing, employment, or other matters affecting your economic status. You must also inform us of all contact directly from any creditor and send copies of any such written

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contact to us. It is essential that you keep us informed of all current information, and respond timely to our requests for information and documentation.

After this package is completed and returned to us you can expect the following:

1. Your application will be reviewed by an attorney in detail to ensure the best solution for you.
2. Your application will undergo a thorough pre-qualification process, and we will work with you to prepare a package of paperwork that will have the best possible chance of success with your lender(s).

Upon acceptance of your request for legal representation, we will proceed according to the solution(s) initially proposed to you. Loss Mitigation can be a rather lengthy process. Attention to detail is crucial. Please allow some time to process your file. It is your responsibility to provide accurate and complete information to us as your Lender WILL verify all information that we submit to them. Failure to do this on your part may irreparably harm your chances for a modification of your loan.

In order to expedite the loss mitigation process Compass Law may need to speak with the Co-Borrower and/or Borrower's significant other and/or other family members regarding Borrower's financial (and other) information. Borrower hereby expressly grants Compass Law authorization to discuss such confidential matters with such parties.

In addition, in order to comply with Lender regulations and procedures (and to expedite the loss mitigation process) Compass Law may need to submit certain updated documents and forms. Borrower hereby expressly grants Compass Law authorization to update dates on these pertinent documents and fill out certain forms according to the information furnished by the Borrower.

Please be advised that final decisions regarding the terms and/or conditions of your plan or modification are made at the sole discretion of the lender. We do not guarantee that any plan proposed by the client, and submitted by us, to the lender will be accepted by the lender. Additionally, you acknowledge that the presentation of a Plan or negotiation with your Lender by our office will not prevent or cure a default of the Loan or foreclosure until the agreements have been made in writing and signed by both you and the creditor.

Borrower agrees that if they are placed into a work-out option and/or have an amendment to the Borrower's mortgage loan offered by the lender then the successful completion of such work-out option and/or acceptance of a modification offer is the Borrower's sole responsibility.

Indemnification:

Client shall indemnify, defend and hold harmless Compass Law P.L.L.C., its officers, directors, employees and agents for, from, and against any and all claims, lawsuits, losses, damages, costs and liabilities of any kind arising from any default of you on any loan or the foreclosure of any deed of trust, except claims arising from the gross negligence or intentional misconduct of this office.

Client Signature: _____ Date: _____

Client Signature: _____ Date: _____

Confidential

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Compass Law Office
Admitted to Practice Law in Utah

Financial Worksheet

Borrower Information

Co-Borrower Information

Name: _____ Name: _____
 Address: _____ Address: _____
 City: _____ City: _____
 State: _____ Zip: _____ State: _____ Zip: _____
 Phone No: _____ SS#: _____ Alt Phone No: _____ Co-B SS#: _____
 Email Address: _____ Best time to call: _____
 Employer: _____ Months: _____ Employer: _____ Months: _____
☐ Married ☐ Single ☐ Divorced ☐ Separated
 Occupation: _____ Occupation: _____
 No. of Dependents: _____ Filed Bankruptcy Before: ☐ Yes ☐ No If yes, when and which Chapter: _____

Property Address (if other than above) Notes: _____
 Address: _____ Notes: _____
 City: _____ Notes: _____
 State: _____ Zip: _____

First Mortgage Information Second Mortgage Information
 Lender: _____ Loan# _____ 2nd Lender: _____ Loan #: _____
 Type: _____ Balance Due: _____ Type: _____ Balance Due: _____
 Original Rate: _____ % Recast Rate: _____ % Original Rate: _____ % Recast Rate: _____ %
 Current Mo. Pmt: _____ Recast Date: _____ Current Mo. Pmt: _____ Recast Date: _____
 Months Late: _____ Amt. Delinquent: _____ Months Late: _____ Amt. Delinquent: _____
 Have you previously been placed in a workout/modification with your lender? _____
 Have you defaulted on a bankruptcy or workout agreement? _____
 When was the loan originated: _____ No. Residing in home: _____ No of Dependents: _____

Summary of Net Asset Value			
Description	Borrower	Co-Borrower	Total
Checking Account	_____	_____	_____
Savings Account	_____	_____	_____
Rental Property	_____	_____	_____
Other Property	_____	_____	_____
Other (specify) _____	_____	_____	_____

Total Net Asset Value: _____

Borrower Signature: _____ Co-Borrower Signature: _____
 Date: _____ Date: _____

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Financial Worksheet – Detail (cont.)

Description	Monthly Expenses	Balance Due
First Mortgage <input type="checkbox"/> (check if this includes tax and ins.)		
Property Tax		
Property Insurance		
Second Mortgage		
HOA Dues		
Monthly Housing Expenses Subtotal:		
Vehicle Payments/Leases		
Vehicle Insurance		
First Credit Card (MINIMUM PMT DUE)		
Second Credit Card (MINIMUM PMT DUE)		
Other Credit Cards (MINIMUM PMT DUE)		
Are you paying your credit cards? <input type="checkbox"/> Yes <input type="checkbox"/> Yes, but just minimum payment. <input type="checkbox"/> No		
Other Loans _____		
Gas _____	Cell Phone _____	
Electric _____	Landline _____	
Water _____	Food _____	
Cable _____	Internet _____	
Dental Ins. _____	Life Insurance _____	
Other (specify) _____		

Total Monthly Expenses _____

Description	Borrower	Co-Borrower	Total
Total Gross Salary (incl. overtime, commissions)			
Net Salary (take home only)			
Rental Income			
Other (specify) _____			

Total Gross Income: _____

Total Monthly Net Income: _____

Borrower Signature: _____

Co-Borrower Signature: _____

Date: _____

Date: _____

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Compass Law Office
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BORROWER'S AUTHORIZATION

Dated: _____

To: _____ Account Number _____

(Lender)

The undersigned do hereby appoint Compass Law PLLC, acting by and through its employees, staff and agents, including, Omar Melo, Esq. as the authorized agents of the undersigned, to act on behalf of the undersigned, with respect to avoiding foreclosure of the following real property:

(Subject Property)

As necessary to carry out the above, Compass Law, acting by and through its employees, staff and agents, including, Omar Melo, Esq. are expressly authorized, on behalf of the undersigned, to:

1. Communicate with my creditors, obtain any information regarding my accounts or debts that I may owe, including for example the account balances, payment history, verification of the account and any other information necessary to allow Compass Law to evaluate and formulate settlement or payment offers on my behalf.
2. Make good faith settlement or payment offers on my behalf.

This authorization shall expire six (6) months from the date above unless rescinded in writing prior to that date.

Signature

Printed Name

Social Security Number

Date of Birth

Signature

Printed Name

Social Security Number

Date of Birth

Please be advised the following are authorized representatives of Compass Law P.L.L.C., that can be reached at 801-747-1751:

Omar Melo, Leigh Zimmerman, Oksana Georgiu, Andrew Mullen, Simone Rudas, Phil Hanley, Jonathan Hanley, Sandra Hanley, David Hyde, Shannon Martinez, Teresa Luke.

ATTACHMENT B

From: AmyDennis Peterson
To: Liles, Alexander
Subject: Fwd: WELCOME! / Peterson, Amy & Dennis / disclosures needed
Date: Thursday, July 06, 2017 6:51:51 PM
Attachments: Peterson, Amy PAYMENT FORM 10 24 11.pdf
COMPASS LAW 09 28 11 disclosures packet with fillable.pdf

----- Forwarded message -----

From: Andrew Mullen <andrew@compasslawoffice.com>
Date: Mon, Oct 24, 2011 at 6:53 PM
Subject: WELCOME! / Peterson, Amy & Dennis / disclosures needed
To: [REDACTED]
Cc: Kevin White <kevin@compasslawoffice.com>

Hi Amy, please sign and date these, scan & email them back to me please. Can you also email me your debit middle account numbers? I'm not able to read what Kevin wrote down, I've got the first 4 and last 4 digits that are readable, just not the middle 8 digits (lol). I'll watch for your reply tomorrow at work with the attachments and middle debit card numbers.

--

Yours truly,

Andrew Mullen
COMPASS LAW
www.compasslawoffice.com

OPERATIONS: toll free: (877) 394-0608
OPERATIONS: direct line: (801) 747-1754
OPERATIONS: toll free fax: (888) 265-7260

PARALEGAL: direct (801) 727-4290 ext 0
PARALEGAL: toll free fax (888) 262-8104

151 East 6100 South, Suite #302
Murray, UT 84107

10/24/2011 16:47 8017471792

MFD001

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PAYMENT FORM

Case Manager Name: KW

Lead Source: TM/I

CLIENT INFORMATION

Name: Amy Petersoon

Address: [REDACTED] Bishop, GA [REDACTED]

Phone: Amy cell [REDACTED]

Email: [REDACTED]

METHOD OF PAYMENT

Visa [REDACTED] MC [REDACTED] Discover [REDACTED]

Card Number: [REDACTED] Ex Date: [REDACTED] Code: [REDACTED]

PAYMENT SCHEDULE

DATE	AMOUNT	DATE	AMOUNT
10/31	\$600.00	1/31	\$600.00
11/30	\$600.00	2/29	\$600.00
12/31	\$600.00	3/31	\$600.00
		4/30	\$295.00
		TOTAL	\$3,895.00

Signature _____ Date _____

To pay by money order or cashier's check, please mail by **PRIORITY MAIL** or **OVERNIGHT EXPRESS** and make payable to Compass Law and mail to: 151 E. 6100 S Suite 302, Murray, UT 84107

Chargeback Policy: If you use your credit card to fund our services, YOU AGREE NOT TO CHARGEBACK YOUR CARD for any reason. If you are dissatisfied, you must follow the refund or return for credit policy and procedures set forth in our working agreement that you have signed. Compass Law DOES NOT GUARANTEE that we can bring you to a solution that you will necessarily be one that you agree with. We will negotiate and obtain you an offer that is a means of avoiding foreclosure. In the even that you breach this clause and chargeback your credit card, a liquidated damages fee of \$250 shall be applied to your account.



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Limited Services Retainer Agreement

This is the written fee agreement (the "Agreement") that is required by law between a law firm and its clients.

This agreement is entered into between Compass Law P.L.L.C. ("Compass Law") and:

Name (Borrower)		Co-borrower Name	
Address (the "Property")		Address	
Zipcode		Zipcode	
Lender		Lender #2 (if applicable)	

IN CONSIDERATION of the promise and covenants of the parties to this Agreement, Borrower and Compass Law hereby agree as follows:

1. **Services and Fees.** Borrower hereby appoints Compass Law as Borrower's agent to analyse the case, prepare documents and negotiate with Lender or other person/entity servicing Borrower's Account as provided in this Agreement. Pursuant to applicable Utah law, the services and fees are set out in detail in Addendum A of this agreement. The principal fees, in aggregate, will be charged monthly but will never exceed the amount chargeable for work that has already been completed by Compass Law.
2. **Limited Scope of this Agreement in Predatory Lending Demand Letter Cases.** Where Compass Law has agreed that there is a basis for submitting a verified complaint and demand letter, Compass Law agrees that this agreement shall include Specific Follow on Negotiations that are precipitated by the demand letter. However, the commencement of actual litigation in the form of a court or arbitration filing of the complaint and service on the defendant is not covered by this agreement. Compass Law litigation attorneys are licensed to litigate in the States of Utah, but may work with co-counsel in other states in which affiliated attorney are present. With client authorization in a separate engagement agreement, Compass Law is willing to litigate the issues raised in the verified complaint. Compass Law assesses the fees, including possible contingency fees, required for litigation on a case by case basis. To the extent feasible, Compass Law will seek a hybrid model of actual and contingency fees to allow the litigation to continue with the lowest possible cost of actual fees to the client. The fee structure for each client may be agreed to and attached as an exhibit hereto.
3. **Borrower's Obligations.** Borrower will do the following:
 - a. Immediately notify Compass Law if Borrower receives telephone calls, e-mail or any other correspondence from their Lender or Lender's attorneys.
 - b. Borrower shall provide Compass Law with accurate and current financial information and financial history as requested by Compass Law and shall cooperate with ongoing requests. Borrower agrees to submit the completed Compass Law Financial Package within ten (10) days from the date of this Agreement (or such time frame agreed upon in writing between Borrower and Compass Law).



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- c. Borrower shall make all payments in accordance with the payment schedule. Borrower acknowledges that any rejected or delayed payments will result in a fee payable to Compass Law in the amount of \$25 for each NSF payment and a \$25 fee for payment rescheduling. **No payment rescheduling shall be authorized within 5 days before the payment date.**
- d. Borrower shall be responsible for expenses such as bankruptcy filing and a credit report (which is \$35) as well as taking any necessary credit counseling, tax filings, etc that are required by law (such as the Bankruptcy Code) for Compass Law to perform its services. **Borrower hereby certifies that I do not have a sale date, except as set forth previously in this agreement**

Failure to meet any of these obligations may negatively affect the outcome of this representation.

Compass Law will attempt to provide the services set forth under this agreement even if Borrower has failed to meet the obligations set forth above. However, the likelihood of success may be greatly diminished if Compass Law does not have the information and documents that Borrower has agreed to provide to Compass Law. Borrower agrees that they solely bear the responsibility for providing accurate and timely information and documents as set forth above.

- 4. **Withdrawal from Representation:** Compass Law reserves the right to withdraw from representation or place Borrower's file on hold if, among other things, Borrower fails to honor the terms of this Agreement, including non-payment to Compass Law and/or court filing fees; failure to cooperate with or follow advice on a material matter, or if any fact or circumstance arises that would render continuing representation unlawful or unethical.
- 5. **Payments to Be Made/NSF Checks:** At Compass Law's option, all payments and other fees or charges due from Borrower will be tendered in the manner requested by the Company, whether electronically, by check, or by other method. Borrower agrees that Compass Law will necessarily incur damages in the nature of additional expenses and business interruption if checks provided to it are rejected for lack of sufficient funds or credit card chargebacks or other reasons, and that such damages are difficult or impossible to accurately determine. Therefore, Borrower and Compass Law agree that if Borrower provides a check or draft that is not honored by the issuing financial institution, Borrower agrees to pay to Compass Law \$35 as liquidated damages for each such occurrence.
- 6. **Confidentiality.** Borrower agrees to not disclose to third parties (other than Borrower's attorneys or financial advisors) any information obtained from Compass Law, including the forms used in this transaction or other proprietary information obtained from Compass Law in the course of receiving service from Compass Law.
- 7. **Use of Local Co-Counsel and Sharing of Fees Outside of Utah.** Borrower understands and agrees that co-counsel may charge fees in addition to Compass Law, particularly if any litigation is required.



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8. **Limited Legal Advice.** Borrower does not anticipate, and does not hereby authorize, Compass Law to represent Borrower in any litigation, lawsuit or other court proceeding, or to provide any tax advice unless otherwise agreed to in a separate agreement. This Agreement does not cover other related claims that may arise and may require legal services (e.g., lender lawsuits, insurance disputes, bankruptcy, etc.). This Agreement will take effect, and Compass Law will have no obligation to provide legal services until Borrower returns a signed copy of this Agreement and has been enrolled by Compass Law. Non-attorney representatives of Compass Law, including agents who communicate with Borrower are not authorized to give legal advice, whether relating to bankruptcy or other legal issues. Borrower agrees that Borrower will not request, rely upon or deem any statements made by non-attorney representatives of Compass Law as legal advice but will seek independent legal counsel of Borrower's own choosing to advise Borrower on any legal issue of concern to Borrower that are beyond the scope of services herein.

9. **Tax Consequences:** Borrower acknowledges, understand and agrees that the failure to make payments, a short-sale, loan forgiveness and/or various loss mitigation procedures may have tax consequences that need to be discussed with the Borrower's tax professional. Borrower further acknowledges that Compass Law has no obligation to provide assistance or advice relating to such tax consequences or their impact on Borrower.

10. **Scope of Services.** Borrower acknowledges that the following matters are not included within the scope of this Retainer Agreement and agrees that, as to these matter, Compass Law will not take any action on Borrower's behalf without a written request and/or a separate Retainer Agreement and possibly an additional retainer for:
 - a. Bankruptcy filing and proceedings;
 - b. Motions to revoke a discharge;
 - c. Removal of a pending action in another court;
 - d. Obtaining title reports;
 - e. The determination of real estate tax liens;
 - f. Appeals to the BAP, District Court or Court of Appeals;
 - g. Correcting credit reports;
 - h. Negotiations with Check Systems regarding Borrower;
 - i. Defense or or response to non-mortgage collection activity;
 - j. Motions to dismiss Borrower's bankruptcy case filed by the Trustee, U.S. Trustee, or any creditor;
 - k. Any adversary proceeding filed by the Trustee, U.S. Trustee, or any other party on any basis, including, without limitation, proceedings to determine dischargability of debts;
 - l. Preparing affirmation agreements, negotiating the terms of reaffirmation agreements proposed by creditors, motions to redeem personal property, and negotiating reaffirmation agreements when Borrower's income is not sufficient to rebut the presumption of undue hardship and special circumstances do not warrant the signing of a reaffirmation agreement;
 - m. Motion to impose or extend the bankruptcy stay.
 - n. Other matters not specifically part of the limited scope of this agreement;



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- o. When required or otherwise appropriate, Compass Law may share fees with local co-counsel.
11. **No Guarantee of Success:** Borrower understands that Compass Law does not guarantee that a foreclosure sale will be stopped. Borrower understands and agrees that representation by Compass Law will not necessarily result in stopping the foreclosure sale. Additionally, borrower understands that although Compass Law may offer an opinion about possible results regarding the subject matter of this agreement, Compass Law cannot guarantee any particular result or outcome because it may be dependent on the actions and decisions of third parties such as lenders or the US Government that are outside the control of Compass Law. Borrowers acknowledge that Compass Law has made no promises about the outcome and that any opinion offered by Compass Law will not constitute a guaranty.
12. **Limitation of Liability.** Borrower and Compass Law agree that any claim for damages by Borrower against Compass Law shall be strictly limited to the FEE paid by Borrower to Compass Law pursuant to this Agreement. Compass Law makes no warranty, express or implied, except as expressly stated in this Agreement. Borrower hereby expressly waives all other warranties, express or implied, except as expressly stated in this Agreement. Borrower also expressly waives any right to claim damages against Compass Law, whether consequential or incidental, except for damages not exceeding the FEE. Borrower expressly acknowledges Compass Law has made no such promises or guarantees of results.
13. **Paperless Documents and Signatures:** Compass Law is committed to reducing waste and as such, conducts significant business via electronic, paperless means. Therefore, the Parties mutually understand and agree that signature of a facsimile copy and electronic signature (e.g. via DocuSign and Echosign) shall be deemed authentic and original for all lawfully enforceable purposes. Further Borrower agrees to receive any and all correspondence and communications from Compass Law via email and grants Compass Law authority to sign, electronically or otherwise, routine documents that relate to the scope of representation on Borrower's behalf.
14. **Amendments.** This Agreement may not be superseded, amended or added to except by an agreement in writing, signed by the parties hereto, or their respective successors-in-interest.
15. **Indemnity.** Borrower agrees to indemnify and hold Compass Law harmless from any and all liability, loss or expenses (including attorney's fees and costs) arising out of or relating to the Property, Borrower's Lender arrangement, or the services provided by Compass Law for Borrower pursuant to this Agreement.
16. **Interpretation/Applicable Law/Venue.** This Agreement is made in Salt Lake County, Utah, and shall be construed pursuant to the laws of the State of Utah, without reference to any conflict of laws provisions and/or procedures which may otherwise apply. The parties to this Agreement further agree that the venue for the resolution of any dispute between the parties arising out of this Agreement shall be proper only in Salt Lake County, Utah.



Compass Law PLLC
Admitted to Practice Law in Utah

17. Partial Invalidity. If any court of competent jurisdiction hold any provision of this Agreement to be illegal or invalid, said provision shall be deemed to be severed and deleted; such deletion shall not affect the validity of the remaining provisions of this Agreement.
18. Voluntary Execution. The parties to this Agreement hereby acknowledge that they have read the entire Agreement, understand its terms and legal effects, and have voluntarily executed it.
19. Disput Resolution/Arbitration. Any dispute between the parties that is within the jurisdiction of Small Claims court shall be resolved by submission to the Small Claims Court. The prevailing party shall be awarded attorney's fees and costs as set by the court or administrator. If the dispute is not within the jurisdiction of Small Claims Court, then the dispute shall be resolved by binding arbitration in accordance with the rules and procedures of JAMS and held at the JAMS offices in Salt Lake City, Utah and any award rendered there under may be entered in any court of competent jurisdiction. Reasonable discovery may be conducted as allowed by the arbitrator of the dispute. The parties agree and stipulate that if a dispute arises that does not involve an arbitrable issue in combination with an arbitrable issue, the arbitrable issue shall be severed and arbitrated separately from any nonarbitrable issues involved in such dispute.

BORROWERS AREA AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS DESCRIBED IN THIS AGREEMENT DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY UTAH LAW AND BORROWERS ARE GIVING UP ANY RIGHTS BORROWERS MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW BORROWERS ARE GIVING UP BORROWER'S JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS SECTION OF THIS AGREEMENT. IF BORROWERS REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS ARBITRATION SECTION OF THIS AGREEMENT, BORROWERS MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS, BORROWER'S AGREEMENT TO THIS SECTION OF THIS AGREEMENT IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THIS ARBITRATION SECTION OF THIS AGREEMENT TO NEUTRAL ARBITRATION.

20. Legal Representation. Borrower acknowledges and represent that Borrower had a reasonable opportunity to seek legal counsel of Borrower's own choosing regarding the terms and conditions of this Agreement prior to signing this Agreement, and that Borrower(s) have either consulted with an attorney or have voluntarily waived rights to seek counsel regarding this Agreement.
21. Lien Granted. Borrower hereby grants Compass Law a lien on any and all claims, real estate or causes of action that are the subject of Compass Law's representation under this Agreement. Compass Law's lien will be for any sums owing to Compass Law for any unpaid costs or fees at the conclusion of Compass Law's services. The lien will attach to any recovery Borrower may obtain, whether by arbitration award, judgment, settlement or otherwise.



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22. **No Language Disability.** Borrower affirms tha Borrower had the opportunity to read this Agreement in Borrower's native language, or that Borrower is capable of speaking and ready English sufficiently that Borrower does not need assistance before signing this Agreement.
23. **Entire Agreement.** This Agreement and any follow-on addendums contain the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement. By signing below and without any addendum, Borrower is agreeing only to Phase 1 of the Services. Borrower may agree to additional phases of work through execution of follow-on addendums or Exhibits.

Notice to Borrower: It is not necessary to pay a third party to arrange for a loan modification or other form of forbearance from your mortgage lender or servicer. You may call your lender directly to ask for a change in your loan terms. Nonprofit housing counseling agencies also offer these and other forms of borrower assistance free of charge. A list of nonprofit housing counseling agencies approved by the United States Department of Housing and Urban Development (HUD) is available from your local HUD office or by visiting www.hud.gov.

Compass Law PLLC is not associated with the government, and our services have not been approved by the government or Borrower's lender. Borrower's lender may not agree to change Borrower's loan; and if Borrower stops paying the mortgage, Borrower could lose Borrower's home and damage Borrower's credit rating.

Compass Law, P.L.L.C.:

Signature: _____

Date: _____

Borrower: _____

Signature: _____

Date: _____

Address: _____

City: _____ State: _____

Zip: _____

Phone: _____

eMail: _____

Co-Borrower Name: _____

Signature: _____

Date: _____



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ADDENDUM A

As set forth in part 1 of the Limited Service Retainer Agreement above, the services provided by Compass Law are roughly divided into phases and the principal fees for those services are due upon completion of each phase. The payment arrangements may be broken into multiple payments depending on circumstances. Funds paid to Compass Law may be held in a trust account until such fees are earned by Compass Law as outlined below. Borrower agrees and acknowledges that Compass Law may hold such funds in a trust account located in and governed by the laws of a state of Compass Law's choosing. The phases and principle fees are as follows.

Estimated Schedule of Value of Services:

Phase 1: Preliminary Legal Review; File Underwriting: Initial consultation and review. Preliminary legal review of the file. Initial attorney review. Attorney phone consultation. Underwriting of the file based on financial ratios for conformity to federal and/or lender specific guidelines and known policies and tolerances. Review and analysis of possible predatory lending issues and review of forensic audit if applicable

Estimated Value of Service \$973.75

Initial Here: _____

Phase 2: Application Submittal: Submittal of cease and desist letter, Borrower's Authorization letter, and if applicable, RESPA & TILA letters. Preparation and submittal of modification package based on federal and/or lender specific guidelines, including analysis and compilation of income verification (e.g. profit and loss statements), expenses, etc. Review by local counsel for eligibility and compliance. Attorney review for alternative legal options.

Estimated Value of Service \$973.75

Initial Here: _____

Phase 3: Verification and Supplemental Submissions: Secure confirmation that the package has been received and is in active review. Preparation and submittal of other necessary documents as needed including Qualified Written Requests. Develop dialogue with Borrower and lender to ensure that loss mitigation process continues unabated. Preparation and submittal of supplemental or additional modification packages and income verification as required by the lender.

Estimated Value of Service \$973.75

Initial Here: _____

Phase 4: Negotiation and/or Tender of Demand Letter with Verified Complaint: Ongoing negotiation with the lender's loss mitigation department in commercially reasonable efforts to



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achieve goal. This may include postponing sale dates and collecting and submitting additional or updated information. If Compass Law has agreed to take the matter on as a preliminary predatory lending case, research and prepare a verified predatory lending complaint and cover demand letter. Tender of the verified complaint and demand letter and Specific Follow on Negotiations as set forth in the agreement.

Estimated Value of Service \$973.75

Initial Here: _____

a. Notice Regarding Compliance with Applicable State Law: By signing this agreement, Borrower is agreeing to pay the above fees upon completion of service. No advance fee is required. Borrower must provide a completed Payment Form (included herein); however payment shall be due or processed in accordance with the dates on the Payment Form.

Initial Here: _____

b. Purpose of Fees: Borrower acknowledges, understands, and agrees that Compass Law will use the aforementioned fees and costs for legal services rendered by Compass Law and such fees will not be used to pay borrower's escrow or mortgage payment or for other purposes.

c. Limited Availability of Refund: The aforementioned fees are due only after the agreed upon work has been completed or the associated costs or expenses have been incurred and are not advance fees. Fees charged are not in any way predicated upon success of Compass Law's future loss mitigation efforts. Compass Law believes in earning fees through persistent efforts and work performed, before billing Borrower for that work. In many cases, success of Compass Law on behalf of borrower depends on the actions and decisions of third parties and may be outside of the control of Compass Law. Additionally, programs and financial institutions may frequently change policies without notice.

A refund will not be available in cases where duplicative efforts and/or increased time and resources are required. Examples where a refund will not be available include, but are by no means limited to, situations where: a) a foreclosure sale date has already been set, b) Compass Law has already been successful in postponing or canceling a foreclosure sale date, c) Borrower has breached this agreement, d) Borrower has failed to communicate to Compass Law time sensitive information such as a foreclosure sale date, e) the mortgage is more than 12 months delinquent or f) Borrower has previously defaulted on a trial payment plan or modified payments for the mortgage.

d. Payment Dates are Approximate: The payment dates listed on the Payment Information Form and within this Agreement are approximate. Actual payments



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generally will usually be charged within three business days of the date listed. This allows for delays due to unavailability of funds, holidays, weekends and unanticipated technical issues. Please ensure that funds are available for the scheduled payment well in advance (at least 3 days) of the payment date(s) listed and remain available after that date. Please also refer to the NSF and Payment Chargeback sections contained in the Payment Information Form and this Agreement for more information.

Initial Here: _____

COSTS AND EXPENSES

Document and Preparation Fees: Borrower is responsible for payment of document and preparation fees for each calendar month in which work is performed by Compass Law. This fee covers the monthly expenses and costs such as facsimiles, photocopies, courier fees, mailing costs, long-distance telephone calls, file maintenance and other miscellaneous document and preparation costs associated with ongoing loss mitigation efforts on Borrower's behalf. In most cases, a loan work-out has been agreed to within the first five months of representation under this agreement. However, work may, due to third party delays, continue past that time period due to circumstances beyond the control of Compass Law. In such cases, the document and preparation fees are increased to reflect increased expenses associated with the maintenance of long-term representation.

If necessary, the fee is increased to **\$297.13 monthly** beginning after the end of the payment schedule date of this Agreement.

Initial Here: _____

Debt Reduction Contingency Fee: If applicable, Compass Law may negotiate to reduce or discharge unsecured debt including a second mortgage attached to the Property. If Compass Law is successful, Borrower agrees to pay a contingency fee to Compass Law in the amount of 10% of the total debt forgiven as a result of the negotiation. At the Borrower's option, this fee may be paid over a period not to exceed five years at 4% interest. Compass Law makes no guarantees or claims regarding the potential tax consequences of debt forgiveness.

Initial Here: _____

ATTACHMENT C

From: AmyDennis Peterson
To: Liles, Alexander
Subject: Fwd: Updated Documents
Date: Thursday, July 06, 2017 6:44:32 PM

----- Forwarded message -----

From: Simone Rudas <simone@compasslawoffice.com>
Date: Tue, Feb 26, 2013 at 2:18 PM
Subject: Updated Documents
To: [REDACTED]

Hi Amy and Dennis,
May I please ask for your latest bank statements and pay stubs?
Thank you,

--

Simone Rudas

Paralegal/Processor

Phone: [801-747-1780](tel:801-747-1780) and [801-436-3176](tel:801-436-3176)

Fax: [888-262-8104](tel:888-262-8104)

Email: simone@compasslawoffice.com

Hours: Monday-Friday 8:30 A.M. to 4:30 P.M. (MST)

Compass Law, PLLC

151 East 6100 South Suite #301

Murray, Utah 84107

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Tax Advice Disclosure: To ensure compliance with requirements imposed by the IRS under Circular 230,

we inform you that any U.S. federal tax advice contained in this communication (including any attachments), unless otherwise specifically stated, was not intended or written to be used, and cannot be used, for the purpose of (1) avoiding penalties under the Internal Revenue Code or (2) promoting, marketing or recommending to another party any matters addressed herein.

ATTACHMENT D

Liles, Alexander

From: AmyDennis Peterson [REDACTED]
Sent: Thursday, July 06, 2017 6:50 PM
To: Liles, Alexander
Subject: Fwd: Loan Modification Financial information

----- Forwarded message -----

From: peterson [REDACTED]
Date: Fri, Sep 26, 2014 at 10:14 AM
Subject: Re: Loan Modification Financial information
To: Kevin White <kevin@compasslawoffice.com>

Trying to reach someone at compass law!!!!!!!!!!

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

From: Kevin White
Date: 05/05/2012 6:16 PM (GMT-05:00)
To: AmyDennis Peterson
Subject: Re: Loan Modification Financial information

This is pretty common, let me check with your processor and have them get in touch with you

Thanks Kevin

On Sat, May 5, 2012 at 12:35 PM, AmyDennis Peterson [REDACTED] wrote:

We received a letter from our lender Chase today saying we were denied. we are now more than 12 months behind. What do we do now? please call me asap at [REDACTED].

On Oct 17, 2011 5:39 PM, "Kevin White" <kevin@compasslawoffice.com> wrote:

Hi Amy, I'm writing to you because you have requested information regarding mortgage relief. There are many programs available at this time to help people who have fallen behind on their mortgage payments due to a hardship or people who are simply struggling on a monthly basis.

Qualification for the programs could entitle you to a reduced monthly payment, your past due balance could be moved to the back of your loan, so that you would be starting over with a clean slate. You could be protected from your home being sold at auction.

Please call me so that we can determine your eligibility or you can complete the attached documents and send to me for review. By submitting the package you are in no way obligated to use our service and Compass Law is not obligated to accept you on as a client.

I hope we can be of service during this stressful time and put our expertise in this area to work for you.

--

Yours truly,

Kevin White

Compass Law Group

--

Kevin D. White
877-394-0608 toll free
801-810-8663 cell
888-265-7265 fax

--

Kevin D. White
877-394-0608 toll free
801-810-8663 cell
888-265-7265 fax

ATTACHMENT E

From: AmyDennis Peterson
To: Liles, Alexander
Subject: Fwd: Requested Docs to lender
Date: Thursday, July 06, 2017 6:41:28 PM

----- Forwarded message -----

From: **Simone Rudas** <simone@compasslawoffice.com>
Date: Wed, Jan 23, 2013 at 5:20 PM
Subject: Requested Docs to lender
To: [REDACTED]

Hi Amy,
I just sent all of the requested information to Chase. I will follow up as soon as I confirm that it was received, in about 3-5 days.
Thanks,

--

Simone Rudas

Paralegal/Processor

Phone: [801-747-1780](tel:801-747-1780) and [801-436-3176](tel:801-436-3176)

Fax: [888-262-8104](tel:888-262-8104)

Email: simone@compasslawoffice.com

Hours: Monday-Friday 8:30 A.M. to 4:30 P.M. (MST)

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Murray, Utah 84107

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From: AmyDennis Peterson
To: Liles, Alexander
Subject: Fwd: Update
Date: Thursday, July 06, 2017 6:44:14 PM

----- Forwarded message -----

From: Simone Rudas <simone@compasslawoffice.com>
Date: Tue, Apr 16, 2013 at 1:38 PM
Subject: Update
To: AmyDennis Peterson [REDACTED]

Hi Amy and Dennis,
I confirmed that your file is under review with the lender. Decisions are typically reached within 45 days, but we have been seeing them in closer to 15 days. I will continue to follow up weekly and relay any information to you.
Thanks,

--

Simone Rudas

Paralegal/Processor

Phone: [801-747-1780](tel:801-747-1780) and [801-436-3176](tel:801-436-3176)

Fax: [888-262-8104](tel:888-262-8104)

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ATTACHMENT F

From: Amy Peterson
To: Liles, Alexander
Subject: Fwd: Pay Stubs
Date: Friday, June 30, 2017 7:39:13 PM

----- Forwarded message -----

From: Amy Peterson <[REDACTED]>
Date: Fri, Jun 30, 2017 at 7:37 PM
Subject: Fwd: Pay Stubs
To: [REDACTED] <[REDACTED]>

Sent from my iPad

Begin forwarded message:

From: Simone Rudas <simone@compasslawoffice.com>
Date: January 23, 2014 at 2:48:37 PM EST
To: Dennis D Peterson <[REDACTED]>, Amy Peterson <[REDACTED]>
Subject: Pay Stubs

Hi Dennis and Amy,
After reviewing your situation one more time, I can tell you that I expect an approval, with a payment between \$990.00 and \$1150.00.

Also, I did not receive Dennis's November and December pay stubs.
Please send them over asap and I will submit the application.

Thanks,

--

Simone Rudas

Paralegal/Processor

Phone: 801-747-1780 and 801-436-3176

Fax: 888-262-8104

Email: simone@compasslawoffice.com

Hours: Monday-Friday 8:30 A.M. to 4:30 P.M. (MST)

Compass Law, PLLC

151 East 6100 South Suite #301

Murray, Utah 84107

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ATTACHMENT G

From: Amy/Dennis Peterson
 To: Liles, Alexander
 Subject: Fwd: File Updated for Dennis Peterson
 Date: Thursday, July 06, 2017 6:43:10 PM

----- Forwarded message -----

From: Omar M <info@mailers.theloanpost.com>
 Date: Tue, Mar 25, 2014 at 11:55 AM
 Subject: File Updated for Dennis Peterson
 To: [REDACTED]

Do NOT Reply to this E-mail

The file for Dennis Peterson and Amy Peterson has been updated.

Please check the current update column and the latest notes entered for this file below...

File Designation	Name	Phone	Email
Client File #: omar	Borrower: Dennis Peterson Co-Borrower: Amy Peterson Property Address: [REDACTED] [REDACTED], Bishop, GA.	Borrower Ph #. [REDACTED] Borrower Cell #. [REDACTED]	Borrower: [REDACTED] Co-Borrower: [REDACTED]
Agent	Simone Rudas		simone@fnblawoffice.com
Branch	Compass Law	Toll Free: 8017471754	fnb@fnblawoffice.com

	Current Update
1st Lien Loan #	[REDACTED]
2nd Lien Loan #	
Primary File Status	In Bank Review- Jan 13, 2014 07:01 PM
File Status	Ready 4 Initials, Initials Sent, Income Approved

Notes Entered By	Role	Date	Notes Type	Notes
Omar M Ph #: (801) 747 - 1754 Fax #: (888) 265 - 7260 Email: omar@compasslawoffice.com	Manager	Mar 25, 2014 11:53 AM - EST (Mar 25, 2014 11:53 AM -	General	Receive Files From Faxage Uploaded in Idrive: 2_Paystub_Peterson,Dennis_1-31- 14 2_Paystub_Peterson,Dennis_2-28- 14

<p>Omar M Ph #: (801) 747 - 1754 Fax #: (888) 265 - 7260 Email: omar@compasslawoffice.com</p>	Manager	<p>EST) Jan 22, 2014 11:52 AM - EST (Jan 22, 2014 11:52 AM - EST)</p>	General	<p>Missing Documents: Dennis's November and December pay stubs Utility Bill (within 60 days)</p>
<p>Omar M Ph #: (801) 747 - 1754 Fax #: (888) 265 - 7260 Email: omar@compasslawoffice.com</p>	Manager	<p>Jan 22, 2014 11:44 AM - EST (Jan 22, 2014 11:44 AM - EST)</p>	General	<p>Receive Files From Faxage Uploaded in Idrive: 2_Paystub_Peterson,Amy_11-27-13 2_Paystub_Peterson,Amy_12-23-13 7_TaxReturn_1040_Peterson, Dennis_2011 no sig 7_TaxReturn_1040_Peterson, Dennis_2012 no sig 8_BankStmt_(2350)_Peterson, Amy_12-5-13 to 1-5-14 8_BankStmt_(2350)_Peterson, Dennis_11-30-13 to 12-31-13 8_BankStmt_(2350)_Peterson, Dennis_10-31-13 to 11-30-13 8_BankStmt_(2350)_Peterson, Dennis_9-30-13 to 10-31-13</p>
<p>Richard Smith Email: richard@compasslawoffice.com</p>	Processor	<p>Oct 25, 2013 10:04 AM - EST (Oct 25, 2013 10:04 AM - EST)</p>	General	<p>Receive Files From Faxage Uploaded in Idrive: 2_Paystub_Peterson,Dennis_8-30-13 2_Paystub_Peterson,Amy_8-30-13 2_Paystub_Peterson,Amy_9-30-13 8_BankStmt_(2350)_Peterson, Dennis_7-31-13 to 8-31-13</p>
<p>Simone Rudas Ph #: (801) 747 - 1751 Fax #: (888) 262 - 8104 Email: simone@compasslawoffice.com</p>	Manager	<p>Aug 10, 2012 02:53 PM - EST (Aug 10,</p>	General	<p>Reviewed income and expenses; updated all information according to client email regarding expenses and updated pay stubs. Income approved.</p>

		2012 02:53 PM - EST)		(SR)
<p>Simone Rudas Ph #: (801) 747 - 1751 Fax #: (888) 262 - 8104 Email: simone@compasslawoffice.com</p>	Manager	<p>Jul 19, 2012 02:54 PM - EST (Jul 19, 2012 02:54 PM - EST)</p>	General	<p>Lender called in, spoke with Shawn Lucas; underwriter needs the following docs:</p> <p>Pay stubs, both borrowers</p> <p>Verification of employment (Letters from employers, include # of months/year they work)</p> <p>Updated RMA form, new dates</p> <p>Fax docs to <u>866-282-5682</u></p> <p>POC is Pamela Brown <u>855-217-8966 3248622</u> (SR)</p>
<p>Tyla Carroll Ph #: (877) 394 - 0608 Fax #: (888) 262 - 8104 Email: tcarroll@preferredlawteam.com</p>	Processor	<p>Dec 8, 2011 12:50 PM - EST (Dec 8, 2011 12:50 PM - EST)</p>	General	<p>TC uploaded to IDrive</p> <p>5_LenderCorres_PetersonDennis_12.7.11</p>
<p>Mar-Sha Grossaint Email: marsha@compasslawoffice.com</p>	Processor	<p>Nov 29, 2011 02:16 PM - EST (Nov 29, 2011 02:16 PM - EST)</p>	General	<p>faxed hamp to lender...moved to LW...MG</p>
		Nov		

Simone Rudas Ph #: (801) 747 - 1751 Fax #: (888) 262 - 8104 Email: simone@compasslawoffice.com	Manager	28, 2011 02:00 PM - EST (Nov 28, 2011 02:00 PM - EST)	General	To Mar-Sha to confirm expenses (SR)
Mar-Sha Grossaint Email: marsha@compasslawoffice.com	Processor	Nov 2, 2011 11:42 AM - EST (Nov 2, 2011 11:42 AM - EST)	General	Mg upload to Idrive 2_PayStub_Peterson,Dennis_09.30.11 2_PayStub_Peterson,Dennis_10.31.11 8_BankStmt_Peterson,Dennis_Oct2011
Mar-Sha Grossaint Email: marsha@compasslawoffice.com	Processor	Nov 2, 2011 11:30 AM - EST (Nov 2, 2011 11:30 AM - EST)	General	Mg uploaded to Idrive 7_TaxReturn_1040_Peterson,Dennis_2009.pdf 7_TaxReturn_1040_Peterson,Dennis_2010.pdf
Mar-Sha Grossaint Email: marsha@compasslawoffice.com	Processor	Oct 31, 2011 03:16 PM - EST (Oct 31, 2011 03:16 PM - EST)	General	Mg uploaded to Idrive 5_UtilityBill_Peterson,Dennis_Sept2011 2_PayStub_Peterson,Amy_10.31.11 8_BankStmt_Peterson,Dennis_Oct2011 8_BankStmt_Peterson,Dennis_Aug2011
				jc uploaded in idrive:

Document Processor Email: sandra@fnblawoffice.com	Legal Assistant	Oct 25, 2011 03:40 PM - EST (Oct 25, 2011 03:40 PM - EST)	General	9_SalePack_Peterson,Dennis_10.18.11
				9_Application_Peterson,Dennis_10.18.11
				1_BorrowerAuth_Peterson,Dennis_10.18.11
				9_FinancialWkSheet_Peterson,Dennis_10.18.11
				9_ServiceRetainer_Peterson,Dennis_10.18.11
				9_PaymentForm_Peterson,Amy_10.31.11_signed

If you would like to unsubscribe and stop receiving these emails [click here](#).

ATTACHMENT H

From: [AmyDennis Peterson](#)
To: [Liles, Alexander](#)
Subject: Fwd: Modification
Date: Thursday, July 06, 2017 6:47:35 PM

----- Forwarded message -----

From: AmyDennis Peterson <[REDACTED]>
Date: Thu, Jun 26, 2014 at 6:06 AM
Subject: Modification
To: Omar Melo <omar@compasslawoffice.com>

Omar, I've tried several times to contact you by email and phone. I need to know what's going on with my case. I have also left a message for Katie Flynn from Chase to call me to find out if an appeal has been requested. I'm not sure why my emails and calls are not being returned but I need to figure out what's going on.

ATTACHMENT I

Liles, Alexander

From: AmyDennis Peterson [REDACTED]
Sent: Thursday, July 06, 2017 6:42 PM
To: Liles, Alexander
Subject: Fwd: Foreclosure notice received

----- Forwarded message -----

From: peterson [REDACTED]
Date: Tue, Jul 1, 2014 at 1:13 PM
Subject: Foreclosure notice received
To: Omar Melo <omelo@melo.net>
Cc: "simone@compasslawoffice.com" <simone@compasslawoffice.com>, simone <simone@fnblawoffice.com>

Please advise a foreclosure notice was received. Bank states they have received nothing from compass law.

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

From: Omar Melo
Date: 04/23/2014 5:40 PM (GMT-05:00)
To: AmyDennis Peterson
Subject: Re: Update

Send them to us NOT, the bank.

On Wed, Apr 23, 2014 at 3:38 PM, AmyDennis Peterson [REDACTED] wrote:

OK, are we going to review our profit and loss statement?

On Apr 23, 2014 4:27 PM, "Omar Melo" <omelo@melo.net> wrote:
yes, please. Send any updated paystubs and bank statements that have not already been sent in.

On Wed, Apr 23, 2014 at 11:46 AM, AmyDennis Peterson [REDACTED] wrote:

OK, do we need to start updating application?

On Apr 23, 2014 1:37 PM, "Omar Melo" <omelo@melo.net> wrote:

Still waiting on the borrower's authorization to get approved.

Liles, Alexander

From: AmyDennis Peterson [REDACTED]
Sent: Thursday, July 06, 2017 6:50 PM
To: Liles, Alexander
Subject: Fwd: WELCOME! / Peterson, Amy & Dennis / disclosures needed

----- Forwarded message -----

From: peterson [REDACTED]
Date: Tue, Jul 1, 2014 at 1:17 PM
Subject: RE: WELCOME! / Peterson, Amy & Dennis / disclosures needed
To: Andrew Mullen <andrew@compasslawoffice.com>
Cc: Kevin White <kevin@compasslawoffice.com>

4 years later bank is now foreclosing. We have paid your firm money we could have paid our mortgage!!!!

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

From: Andrew Mullen
Date: 10/24/2011 6:53 PM (GMT-05:00)
To: [REDACTED]
Cc: Kevin White
Subject: WELCOME! / Peterson, Amy & Dennis / disclosures needed

Hi Amy, please sign and date these, scan & email them back to me please. Can you also email me your debit middle account numbers? I'm not able to read what Kevin wrote down, I've got the first 4 and last 4 digits that are readable, just not the middle 8 digits (lol). I'll watch for your reply tomorrow at work with the attachments and middle debit card numbers.

--

Yours truly,

Andrew Mullen
COMPASS LAW
www.compasslawoffice.com

OPERATIONS: toll free: (877) 394-0608
OPERATIONS: direct line: (801) 747-1754
OPERATIONS: toll free fax: (888) 265-7260

PARALEGAL: direct (801) 727-4290 ext 0
PARALEGAL: toll free fax (888) 262-8104

151 East 6100 South, Suite #302
Murray, UT 84107

ATTACHMENT J

From: Amy Peterson
To: Liles, Alexander
Subject: Fwd: Modification
Date: Friday, June 30, 2017 7:34:37 PM
Attachments: [Dennis Peterson, 4506T-RMA forms..pdf](#)
[Dennis Peterson, HUD Conveyance.pdf](#)

----- Forwarded message -----

From: Joel Wolfley <joelwolfley@gmail.com>
Date: Sun, May 3, 2015 at 6:36 PM
Subject: Modification
To: <[REDACTED]>

This see if this works

Joel Wolfley

Form 4506-T(Rev. August 2014)
Department of the Treasury
Internal Revenue Service**Request for Transcript of Tax Return**► Request may be rejected if the form is incomplete or illegible.
► For more information about Form 4506-T, visit www.irs.gov/form4506t.

OMB No. 1545-1872

Tip. Use Form 4506-T to order a transcript or other return information free of charge. See the product list below. You can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Get Transcript of Your Tax Records" under "Tools" or call 1-800-908-9946. If you need a copy of your return, use Form 4506, Request for Copy of Tax Return. There is a fee to get a copy of your return.

1a Name shown on tax return. If a joint return, enter the name shown first.	1b First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions)
2a If a joint return, enter spouse's name shown on tax return.	2b Second social security number or individual taxpayer identification number if joint tax return
3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code (see instructions)	
4 Previous address shown on the last return filed if different from line 3 (see instructions)	
5 If the transcript or tax information is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number.	

Caution. If the tax transcript is being mailed to a third party, ensure that you have filled in lines 6 through 9 before signing. Sign and date the form once you have filled in these lines. Completing these steps helps to protect your privacy. Once the IRS discloses your tax transcript to the third party listed on line 5, the IRS has no control over what the third party does with the information. If you would like to limit the third party's authority to disclose your transcript information, you can specify this limitation in your written agreement with the third party.

6 Transcript requested. Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request. ►

a Return Transcript, which includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120A, Form 1120H, Form 1120L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days ☐

b Account Transcript, which contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 10 business days ☐

c Record of Account, which provides the most detailed information as it is a combination of the Return Transcript and the Account Transcript. Available for current year and 3 prior tax years. Most requests will be processed within 10 business days ☐

7 Verification of Nonfiling, which is proof from the IRS that you did not file a return for the year. Current year requests are only available after June 15th. There are no availability restrictions on prior year requests. Most requests will be processed within 10 business days ☐

8 Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript. The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2011, filed in 2012, will likely not be available from the IRS until 2013. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 10 business days ☐

Caution. If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all attachments.

9 Year or period requested. Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach another Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, you must enter each quarter or tax period separately.

Caution. Do not sign this form unless all applicable lines have been completed.

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, at least one spouse must sign. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-T on behalf of the taxpayer. **Nota.** For transcripts being sent to a third party, this form must be received within 120 days of the signature date.

Sign Here	Signature (see instructions)	Date	Phone number of taxpayer on line 1a or 2a
	Title (if line 1a above is a corporation, partnership, estate, or trust)		
	Spouse's signature	Date	

For Privacy Act and Paperwork Reduction Act Notice, see page 2.

Cat. No. 37667N

Form **4506-T** (Rev. 8-2014)

Making Home Affordable Program Request For Mortgage Assistance (RMA)



If you are experiencing a financial hardship and need help, you must complete and submit this form along with other required documentation to be considered for foreclosure prevention options under the Making Home Affordable (MHA) Program. You must provide information about yourself and your intentions to either keep or transition out of your property; a description of the hardship that prevents you from paying your mortgage(s); information about all of your income, expenses and financial assets; whether you have declared bankruptcy; and information about the mortgage(s) on your principal residence and other single family real estate that you own. Finally, you will need to return to your loan servicer (1) this completed, signed and dated Request for Mortgage Assistance (RMA); and (2) completed and signed IRS Form 4506-T or 4506T-EZ; and (3) all required Income documentation identified in Section 4.

When you sign and date this form, you will make important certifications, representations and agreements, including certifying that all of the information in this RMA is accurate and truthful.

SECTION 1: BORROWER INFORMATION

BORROWER

BORROWER'S NAME

SOCIAL SECURITY NUMBER

DATE OF BIRTH (MM/DD/YY)

HOME PHONE NUMBER WITH AREA CODE

CELL OR WORK NUMBER WITH AREA CODE

MAILING ADDRESS

EMAIL ADDRESS

CO-BORROWER

CO-BORROWER'S NAME

SOCIAL SECURITY NUMBER

DATE OF BIRTH (MM/DD/YY)

HOME PHONE NUMBER WITH AREA CODE

CELL OR WORK NUMBER WITH AREA CODE

MAILING ADDRESS (IF SAME AS BORROWER, WRITE "SAME")

EMAIL ADDRESS

Has any borrower filed for bankruptcy? ☐ Chapter 7 ☐ Chapter 13
 Filing Date: _____ Bankruptcy case number: _____
 Has your bankruptcy been discharged? ☐ Yes ☐ No

Is any borrower a servicemember? ☐ Yes ☐ No
 Have you recently been deployed away from your principal residence or recently received a permanent change of station order? ☐ Yes ☐ No

How many single family properties other than your principal residence do you and/or any co-borrower(s) own individually, jointly, or with others? _____

Has the mortgage on your principal residence ever had a Home Affordable Modification Program (HAMP) trial period plan or permanent modification? ☐ Yes ☐ No

Has the mortgage on any other property that you or any co-borrower own had a permanent HAMP modification? ☐ Yes ☐ No If "Yes", how many? _____

Are you or any co-borrower currently in or being considered for a HAMP trial period plan on a property other than your principal residence? ☐ Yes ☐ No

SECTION 2: HARDSHIP AFFIDAVIT

I (We) am/are requesting review under MHA.

I am having difficulty making my monthly payment because of financial difficulties created by (check all that apply):

- | | |
|---|--|
| <input type="checkbox"/> My household income has been reduced. For example: reduced pay or hours, decline in business or self employment earnings, death, disability or divorce of a borrower or co-borrower. | <input type="checkbox"/> My monthly debt payments are excessive and I am overextended with my creditors. Debt includes credit cards, home equity or other debt. |
| <input type="checkbox"/> My expenses have increased. For example: monthly mortgage payment reset, high medical or health care costs, uninsured losses, increased utilities or property taxes. | <input type="checkbox"/> My cash reserves, including all liquid assets, are insufficient to maintain my current mortgage payment and cover basic living expenses at the same time. |
| <input type="checkbox"/> I am unemployed and (a) I am receiving/will receive unemployment benefits or (b) my unemployment benefits ended less than 6 months ago. | Other: _____ |

Explanation (continue on a separate sheet of paper if necessary):

SECTION 3: PRINCIPAL RESIDENCE INFORMATION

(This section is required even if you are not seeking mortgage assistance on your principal residence)

I am requesting mortgage assistance with my principal residence ☐ Yes ☐ NoIf "yes", I want to: ☐ Keep the property ☐ Sell the property

Property Address: _____ Loan I.D. Number: _____

Other mortgages or liens on the property? ☐ Yes ☐ No Lien Holder / Servicer Name: _____ Loan I.D. Number: _____Do you have condominium or homeowner association (HOA) fees? ☐ Yes ☐ No If "Yes", Monthly Fee \$ _____ Are fees paid current? ☐ Yes ☐ No

Name and address that fees are paid to: _____

Does your mortgage payment include taxes and insurance? ☐ Yes ☐ No If "No", are the taxes and insurance paid current? ☐ Yes ☐ No

Annual Homeowner's Insurance \$ _____

Is the property listed for sale? ☐ Yes ☐ No If "Yes", Listing Agent's Name: _____ Phone Number: _____List date? _____ Have you received a purchase offer? ☐ Yes ☐ No Amount of Offer \$ _____ Closing Date: _____**Complete this section ONLY if you are requesting mortgage assistance with a property that is not your principal residence.**

Principal residence servicer name: _____ Principal residence servicer phone number: _____

Is the mortgage on your principal residence paid? ☐ Yes ☐ No If "No", number of months your payment is past due (if known): _____**SECTION 4: COMBINED INCOME AND EXPENSE OF BORROWER AND CO-BORROWER**

Monthly Household Income		Monthly Household Expenses/Debt (*Principal Residence Expense Only)		Household Assets	
Monthly Gross wages	\$	First Mortgage Principal & Interest Payment*	\$	Checking Account(s)	\$
Overtime	\$	Second Mortgage Principal & Interest Payment*	\$	Checking Account(s)	\$
Self employment income	\$	Homeowner's Insurance*	\$	Savings / Money Market	\$
Unemployment income	\$	Property Taxes*	\$	CDs	\$
Untaxed Social Security / SSD	\$	HOA/Condo Fees*	\$	Stocks / Bonds	\$
Food Stamps/Welfare	\$	Credit Cards/Installment debt (total min. payment)	\$	Other Cash on Hand	\$
Taxable Social Security or retirement income	\$	Child Support / Alimony	\$		
Child Support / Alimony**	\$	Car Payments	\$		
Tips, commissions, bonus and overtime	\$	Mortgage Payments other properties****	\$		
Gross Rents Received ***	\$	Other	\$	Value of all Real Estate except principal residence	\$
Other	\$			Other	\$
Total (Gross Income)	\$	Total Debt/Expenses	\$	Total Assets	\$

** Alimony, child support or separate maintenance income need not be disclosed if you do not choose to have it considered for repaying your mortgage debt.

*** Include rental income received from all properties you own EXCEPT a property for which you are seeking mortgage assistance in Section 6.

**** Include mortgage payments on all properties you own EXCEPT your principal residence and the property for which you are seeking mortgage assistance in Section 6.

Required Income Documentation (Your servicer may request additional documentation to complete your evaluation for MHA)	
All Borrowers	<input type="checkbox"/> Include a signed IRS Form 4506-T or 4506T-EZ
<input type="checkbox"/> Do you earn a wage? Borrower Hire Date (MM/DD/YY) _____ Co-borrower Hire Date (MM/DD/YY) _____	<input type="checkbox"/> For each borrower who is a salaried employee or hourly wage earner, provide the most recent pay stub(s) that reflects at least 30 days of year-to-date income.
<input type="checkbox"/> Are you self-employed?	<input type="checkbox"/> Provide your most recent signed and dated quarterly or year-to date profit and loss statement.
<input type="checkbox"/> Do you receive tips, commissions, bonuses, housing allowance or overtime?	<input type="checkbox"/> Describe the type of income, how frequently you receive the income and third party documentation describing the income (e.g., employment contracts or printouts documenting tip income).
<input type="checkbox"/> Do you receive social security, disability, death benefits, pension, public assistance or adoption assistance?	<input type="checkbox"/> Provide documentation showing the amount and frequency of the benefits, such as letters, exhibits, disability policy or benefits statement from the provider and receipt of payment (such as two most recent bank statements or deposit advices).
<input type="checkbox"/> Do you receive alimony, child support, or separation maintenance payments?	<input type="checkbox"/> Provide a copy of the divorce decree, separation agreement, or other written legal agreement filed with the court that states the amount of the payments and the period of time that you are entitled to receive them. AND <input type="checkbox"/> Copies of your two most recent bank statements or deposit advices showing you have received payment. Notice: Alimony, child support or separate maintenance income need not be disclosed if you do not choose to have it considered for repaying your mortgage debt.
<input type="checkbox"/> Do you have income from rental properties that are not your principal residence?	<input type="checkbox"/> Provide your most recent Federal Tax return with all schedules, including Schedule E. <input type="checkbox"/> If rental income is not reported on Schedule E, provide a copy of the current lease agreement with bank statements showing deposit of rent checks.

SECTION 5: OTHER PROPERTIES OWNED

Would you like to provide information about all other properties that you or a borrower own other than your principal residence and that are not currently being used as a principal residence? Section 5 below. Use additional sheets if necessary.

Other Property #1

Property Address: _____ Loan I.D. Number: _____
 Servicer Name: _____ Mortgage Balance \$ _____ Current Value \$ _____
 Property is: ☐ Vacant ☐ Second or seasonal home ☐ Rented Gross Monthly Rent \$ _____ Monthly mortgage payment* \$ _____

Other Property #2

Property Address: _____ Loan I.D. Number: _____
 Servicer Name: _____ Mortgage Balance \$ _____ Current Value \$ _____
 Property is: ☐ Vacant ☐ Second or seasonal home ☐ Rented Gross Monthly Rent \$ _____ Monthly mortgage payment* \$ _____

Other Property #3

Property Address: _____ Loan I.D. Number: _____
 Servicer Name: _____ Mortgage Balance \$ _____ Current Value \$ _____
 Property is: ☐ Vacant ☐ Second or seasonal home ☐ Rented Gross Monthly Rent \$ _____ Monthly mortgage payment* \$ _____

* The amount of the monthly payment made to your lender – including, if applicable, monthly principal, interest, real property taxes and insurance premiums..

SECTION 6: OTHER PROPERTY FOR WHICH ASSISTANCE IS REQUESTED

(Complete this section ONLY if you are requesting mortgage assistance with a property that is not your principal residence.)

I am requesting mortgage assistance with a rental property. ☐ Yes ☐ NoI am requesting mortgage assistance with a second or seasonal home. ☐ Yes ☐ NoIf "Yes" to either, I want to: ☐ Keep the property ☐ Sell the property

Property Address: _____ Loan ID. Number: _____

Do you have a second mortgage on the property ☐ Yes ☐ No If "Yes", Servicer Name: _____ Loan ID. Number: _____Do you have condominium or homeowner association (HOA) fees? ☐ Yes ☐ No If "Yes", Monthly Fee \$ _____ Are HOA fees paid current? ☐ Yes ☐ No

Name and address that fees are paid to: _____

Does your mortgage payment include taxes and insurance? ☐ Yes ☐ No If "No", are the taxes and insurance paid current? ☐ Yes ☐ No

Annual Homeowner's Insurance \$ _____ Annual Property Taxes \$ _____

If requesting assistance with a rental property, property is currently:

☐ Vacant and available for rent.

☐ Occupied without rent by your legal dependent, parent or grandparent as their principal residence.

☐ Occupied by a tenant as their principal residence.

☐ Other _____

If rental property is occupied by a tenant: Term of lease / occupancy _____ / _____ / _____ Gross Monthly Rent \$ _____

MM / DD / YYYY MM / DD / YYYY

If rental property is vacant, describe efforts to rent property: _____

If applicable, describe relationship of and duration of non-rent paying occupant of rental property: _____

Is the property for sale? ☐ Yes ☐ No If "Yes", Listing Agent's Name: _____ Phone Number: _____List date? _____ Have you received a purchase offer? ☐ Yes ☐ No Amount of Offer \$ _____ Closing Date: _____**RENTAL PROPERTY CERTIFICATION**

(You must complete this certification if you are requesting a mortgage modification with respect to a rental property.)

☐ By checking this box and initialing below, I am requesting a mortgage modification under MHA with respect to the rental property described in this Section 6 and I hereby certify under penalty of perjury that each of the following statements is true and correct with respect to that property:

1. I intend to rent the property to a tenant or tenants for at least five years following the effective date of my mortgage modification. I understand that the servicer, the U.S. Department of the Treasury, or their respective agents may ask me to provide evidence of my intention to rent the property during such time. I further understand that such evidence must show that I used reasonable efforts to rent the property to a tenant or tenants on a year-round basis, if the property is or becomes vacant during such five-year period.

Note: The term "reasonable efforts" includes, without limitation, advertising the property for rent in local newspapers, websites or other commonly used forms of written or electronic media, and/or engaging a real estate or other professional to assist in renting the property, in either case, at or below market rent.

2. The property is not my secondary residence and I do not intend to use the property as a secondary residence for at least five years following the effective date of my mortgage modification. I understand that if I do use the property as a secondary residence during such five-year period, my use of the property may be considered to be inconsistent with the certifications I have made herein.

Note: The term "secondary residence" includes, without limitation, a second home, vacation home or other type of residence that I personally use or occupy on a part-time, seasonal or other basis.

3. I do not own more than five (5) single-family homes (i.e., one-to-four unit properties) (exclusive of my principal residence).

Notwithstanding the foregoing certifications, I may at any time sell the property, occupy it as my principal residence, or permit my legal dependent, parent or grandparent to occupy it as their principal residence with no rent charged or collected, none of which will be considered to be inconsistent with the certifications made herein.

This certification is effective on the earlier of the date listed below or the date the RMA is received by your servicer.

Initials: Borrower _____ Co-borrower _____

SECTION 7: DODD-FRANK CERTIFICATION

The following information is requested by the federal government in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203). **You are required to furnish this information.** The law provides that no person shall be eligible to begin receiving assistance from the Making Home Affordable Program, authorized under the Emergency Economic Stabilization Act of 2008 (12 U.S.C. 5201 et seq.), or any other mortgage assistance program authorized or funded by that Act, if such person, in connection with a mortgage or real estate transaction, has been convicted, within the last 10 years, of any one of the following: (A) felony larceny, theft, fraud, or forgery, (B) money laundering or (C) tax evasion.

I/we certify under penalty of perjury that I/we have not been convicted within the last 10 years of any one of the following in connection with a mortgage or real estate transaction:

- (a) felony larceny, theft, fraud, or forgery,
- (b) money laundering or
- (c) tax evasion.

I/we understand that the servicer, the U.S. Department of the Treasury, or their respective agents may investigate the accuracy of my statements by performing routine background checks, including automated searches of federal, state and county databases, to confirm that I/we have not been convicted of such crimes. I/we also understand that knowingly submitting false information may violate Federal law. This certification is effective on the earlier of the date listed below or the date this RMA is received by your servicer.

SECTION 8: INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the federal government in order to monitor compliance with federal statutes that prohibit discrimination in housing. **You are not required to furnish this information, but are encouraged to do so. The law provides that a lender or servicer may not discriminate either on the basis of this information, or on whether you choose to furnish it.** If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, the lender or servicer is required to note the information on the basis of visual observation or surname if you have made this request for a loan modification in person. **If you do not wish to furnish the information, please check the box below.**

BORROWER ☐ I do not wish to furnish this information

CO-BORROWER ☐ I do not wish to furnish this information

Ethnicity: ☐ Hispanic or Latino
☐ Not Hispanic or Latino
 Race: ☐ American Indian or Alaska Native
☐ Asian
☐ Black or African American
☐ Native Hawaiian or Other Pacific Islander
☐ White
 Sex: ☐ Female
☐ Male

Ethnicity: ☐ Hispanic or Latino
☐ Not Hispanic or Latino
 Race: ☐ American Indian or Alaska Native
☐ Asian
☐ Black or African American
☐ Native Hawaiian or Other Pacific Islander
☐ White
 Sex: ☐ Female
☐ Male

To be completed by Interviewer

Name/Address of Interviewer's Employer

This request was taken by:
☐ Face-to-face Interview
☐ Mail
☐ Telephone
☐ Internet

Interviewer's Name (print or type) & ID Number

Interviewer's Signature Date

Interviewer's Phone Number (include area code)

SECTION 9: BORROWER AND CO-BORROWER ACKNOWLEDGEMENT AND AGREEMENT

1. I certify that all of the information in this RMA is truthful and the hardship(s) identified above has contributed to submission of this request for mortgage relief.
2. I understand and acknowledge that the Servicer, the U.S. Department of the Treasury, the owner or guarantor of my mortgage loan, or their respective agents may investigate the accuracy of my statements, may require me to provide additional supporting documentation and that knowingly submitting false information may violate Federal and other applicable law.
3. I authorize and give permission to the Servicer, the U.S. Department of the Treasury, and their respective agents, to assemble and use a current consumer report on all borrowers obligated on the loan, to investigate each borrower's eligibility for MHA and the accuracy of my statements and any documentation that I provide in connection with my request for assistance. I understand that these consumer reports may include, without limitation, a credit report, and be assembled and used at any point during the application process to assess each borrower's eligibility thereafter.
4. I understand that if I have intentionally defaulted on my existing mortgage, engaged in fraud or if it is determined that any of my statements or any information contained in the documentation that I provide are materially false and that I was ineligible for assistance under MHA, the Servicer, the U.S. Department of the Treasury, or their respective agents may terminate my participation in MHA, including any right to future benefits and incentives that otherwise would have been available under the program, and also may seek other remedies available at law and in equity, such as recouping any benefits or incentives previously received.
5. I certify that any property for which I am requesting assistance is a habitable residential property that is not subject to a condemnation notice.
6. I certify that I am willing to provide all requested documents and to respond to all Servicer communications in a timely manner. I understand that time is of the essence.
7. I understand that the Servicer will use the information I provide to evaluate my eligibility for available relief options and foreclosure alternatives, but the Servicer is not obligated to offer me assistance based solely on the representations in this document or other documentation submitted in connection with my request.
8. I am willing to commit to credit counseling if it is determined that my financial hardship is related to excessive debt.
9. If I am eligible for assistance under MHA, and I accept and agree to all terms of an MHA notice, plan, or agreement, I also agree that the terms of this Acknowledgment and Agreement are incorporated into such notice, plan, or agreement by reference as if set forth therein in full. My first timely payment, if required, following my servicer's determination and notification of my eligibility or prequalification for MHA assistance will serve as my acceptance of the terms set forth in the notice, plan, or agreement sent to me.
10. I understand that my Servicer will collect and record personal information that I submit in this RMA and during the evaluation process, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about my account balances and activity. I understand and consent to the Servicer's disclosure of my personal information and the terms of any MHA notice, plan or agreement to the U.S. Department of the Treasury and its agents, Fannie Mae and Freddie Mac in connection with their responsibilities under MHA, companies that perform support services in conjunction with MHA, any investor, insurer, guarantor, or servicer that owns, insures, guarantees, or services my first lien or subordinate lien (if applicable) mortgage loan(s) and to any HUD-certified housing counselor.
11. I consent to being contacted concerning this request for mortgage assistance at any e-mail address or cellular or mobile telephone number I have provided to the Servicer. This includes text messages and telephone calls to my cellular or mobile telephone.

The undersigned certifies under penalty of perjury that all statements in this document are true and correct.

Borrower Signature

Social Security Number

Date of Birth

Date

Co-borrower Signature

Social Security Number

Date of Birth

Date

HOMEOWNER'S HOTLINE

*If you have questions about this document or the Making Home Affordable Program, please call your servicer.
If you have questions about the program that your servicer cannot answer or need further counseling, you can call the
Homeowner's HOPE™ Hotline at 1-888-995-HOPE (4673).*

The Hotline can help with questions about the program and offers free HUD-certified counseling services in English and Spanish.

888-995-HOPE
Homeowner's HOPE™ Hotline

NOTICE TO BORROWERS

Be advised that by signing this document you understand that any documents and information you submit to your servicer in connection with the Making Home Affordable Program are under penalty of perjury. Any misstatement of material fact made in the completion of these documents including but not limited to misstatement regarding your occupancy of your property, hardship circumstances, and/or income, expenses, or assets will subject you to potential criminal investigation and prosecution for the following crimes: perjury, false statements, mail fraud, and wire fraud. The information contained in these documents is subject to examination and verification. Any potential misrepresentation will be referred to the appropriate law enforcement authority for investigation and prosecution. By signing this document you certify, represent and agree that: "Under penalty of perjury, all documents and information I have provided to my Servicer in connection with the Making Home Affordable Program, including the documents and information regarding my eligibility for the program, are true and correct."

If you are aware of fraud, waste, abuse, mismanagement or misrepresentations affiliated with the Troubled Asset Relief Program, please contact the SIGTARP Hotline by calling 1-877-SIG-2009 (toll-free), 202-622-4559 (fax), or www.sigtar.gov and provide them with your name, our name as your servicer, your property address, loan number and the reason for escalation. Mail can be sent to Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L St. NW, Washington, DC 20220.

Beware of Foreclosure Rescue Scams. Help is FREE!

- **There is never a fee to get assistance or information about the Making Home Affordable Program from your lender or a HUD-approved housing counselor.**
- **Beware of any person or organization that asks you to pay a fee in exchange for housing counseling services or modification of a delinquent loan.**
- **Beware of anyone who says they can "save" your home if you sign or transfer over the deed to your house. Do not sign over the deed to your property to any organization or individual unless you are working directly with your mortgage company to forgive your debt.**
- **Never make your mortgage payments to anyone other than your mortgage company without their approval.**



Index of Document Descriptions

Document Name	Description
1099 Form	1099 Form - A copy of the most recent IRS form 1099.
1st Lien Mortgage Statement	A current Mortgage Statement showing the Unpaid Principal Balance is required for all of your other mortgages on the subject property.
4506T	<p>4506T or 4506T EZ (Request for Transcript of Tax Return) - A complete signed and dated copy of the IRS form 4506T (self-employed) or 4506T EZ. General copies of these forms are also available on our website at www.sls.net. The form must be completed with all applicable information with the following completed:</p> <ol style="list-style-type: none"> Line five (5): If the transcript or tax information is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. Line six (6): Transcript requested. Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request. <ol style="list-style-type: none"> This line requires the tax form filed to the IRS, i.e. 1040, 1065, 1120 Line six a (6a): Return Transcript, which includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120A, Form 1120H, Form 1120L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days. <ol style="list-style-type: none"> This line requires a check in the box for 6a. Only box 6a should be checked. Line nine (9): Year or period requested. Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach another Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, you must enter each quarter or tax period separately. <ol style="list-style-type: none"> This line requires the two most recent field tax returns, i.e. 2013 & 2012. The 4506-T should include the social security number of the borrower(s) and document may not be dated more than 90 days ago to be considered usable by the IRS. Please date the document at the time of submission to prevent issues. All sections must be completed in order for us to accept the form. Borrowers who filed their tax returns jointly may send in one form signed and dated by both joint filers.
Alimony	A copy of the divorce decree, separation agreement or other written agreement or court decree that states the amount of the alimony and period of time over which it will be received.
Alimony - Proof of Receipt	Proof of deposit/receipt for the alimony income referenced on your Request for Mortgage Assistance form (RMA). Examples of sufficient evidence would be your 2 most recent consecutive bank statements showing deposits of said income.
Arm's Length Short Sale Affidavit	A copy of the fully executed Short Sale Affidavit provided in your short sale approval letter.
Articles of Org/LLC Cert of Formation	Articles of Organization or Certificate of Formation for your business.
Bank Statements	Bank Statements for Verification of Receipt of Income - A copy of your two (2) most recent bank statements -- all pages -- evidencing receipt of income (for example, rental, boarder, Social Security, disability, pension, unemployment, alimony, child support, etc...). Notate on the document what the statement is evidencing.

Document Name	Description
Business Bank Statements	Business Bank Statements for Verification of Receipt of Income and Expenses associated with your self-employment - A copy of your four (4) most recent bank statements -- all pages -- evidencing receipt of income and expenses paid out of the business. Your profit and loss will be calculated from these statements in place of a Profit & Loss statement. Business Bank Statements with intermingled personal incomes and expenses are not acceptable business bank statements.
Buyer Pre-Qual. Letter/Proof Of Funds	Buyer pre-qualification letter or proof of funds.
Cash Reserves Documentation	Cash Reserves Documentation -- Proof of any liquid assets. Examples include 401K documentation, Money Market Account Statements, Bank Statements, Etc...
Child Support	A copy of the divorce decree, separation agreement or other written agreement or court decree that states the amount of the child support and period of time over which it will be received which must continue over a 12-month period. If 12-month continuance is not evident on documentation, a written statement, signed by the borrower and certifying 12-months continuance, must be obtained.
Child Support - Proof of Receipt	Proof of deposit/receipt for the child support income referenced on your Request for Mortgage Assistance form (RMA). Examples of sufficient evidence would be your 2 most recent consecutive bank statements showing deposits of said income.
Contributor Credit Authorization	Non-borrower Contributor Authorization to Pull Credit Form as provided in your Request for Mortgage Assistance Form (RMA)
Death/Disability Benefit - Proof of Receipt	Proof of deposit/receipt for the death/disability income referenced on your Request for Mortgage Assistance form (RMA). Examples of sufficient evidence would be your 2 most recent consecutive bank statements showing deposits of said income.
Death/Disability Benefit Statement	Death / Disability Benefit Statement - A copy of your most recent Death / Disability benefits statement that states the amount, frequency, and duration of the benefit.
Dodd Frank Certification	Dodd Frank Certification - Please provide a signed and dated Dodd-Frank certification form.
Estate Documentation	Estate Documentation - Required documentation includes: Death Certificate, Will, a Court Order appointing the executor and a copy of the Final Judgment of Distribution which lists the beneficiaries of the estate and the allocation of the estate assets.
Hardship Verification	Proof of Hardship as outlined in your Request for Mortgage Assistance Form (RMA).
Hazard/Flood Insurance Policy	A copy of your existing hazard and/or flood insurance declarations page that includes the policy dates and annual premium amount, details as to how the insurance premiums are paid (monthly, quarterly, semi-annually, annually), and when the next premium payment is due. In the event the insurance policy on file is expired and this rate is normally higher than a preferred policy rate and may increase the amount of the monthly required escrow payment.
HOA Statement	A current Homeowner's Association (HOA) statement.
HUD / Settlement Statement	Proposed HUD/Settlement Statement for offer
HUD Form 90045	HUD Form 90045 - Approval to Participate Form.
Jr. Lien holder Approval Letter	Letter indicating approval of offer from any junior lien holders.
Letter of Explanation	A letter completed by the borrower to explain discrepancies found that need further clarification. Your Single Point of Contact Agent is the best resource to contact if you have questions on what needs to be reviewed.
Listing Agreement	Valid Listing Agreement.
Mortgage Statement	A current Mortgage Statement showing the Unpaid Principal Balance is required for all other mortgages claimed on your Request for Mortgage Assistance Form (RMA).
"Other" Income Statement/ Award letter	Proof of "other" income referenced on your Request for Mortgage Assistance form (RMA). Borrowers with other earned income and/or Investment income must provide reliable third party documentation describing the nature of the income and its continuance. An example for investment income would be providing account statements showing balances. Please provide correct documentation if the other income listed on the RMA matches one of the other incomes on this document.
"Other" Income	Proof of deposit/receipt for "other" income referenced on your Request for Mortgage Assistance

Document Name	Description
- Proof of Receipt	form (RMA). Examples of sufficient evidence would be your 2 most recent consecutive bank statements showing deposits of said income. Please provide correct documentation if the other income listed on the RMA matches one of the other incomes on this document.
P&L Statement	Copies of the most recent quarterly or year-to-date profit and loss statement. The statement must include the business name, income, cost of goods sold, other income, expenses, net income after expenses and period start and end dates (Example: 10/1/2013 through 12/31/2013). The statement must be signed and dated by the borrower claiming self-employment income. If you are no longer self-employed, please provide a copy of your cancelled business license or letter of explanation.
Paystubs	Most recent paystubs demonstrating at least 30 consecutive days' worth of income. Paystubs must show year-to-date earnings. If you are new to your job and do not yet have a pay stub, submit a letter from employer verifying employment start date and salary or rate of pay.
Pension/ Retirement - Proof of Receipt	Proof of deposit/receipt for the pension/retirement income referenced on your Request for Mortgage Assistance form (RMA). Examples of sufficient evidence would be your 2 most recent consecutive bank statements showing deposits of said income.
Pension/ Retirement Award Letter	A copy of your most recent benefits statement or award letter for the pension/retirement income referenced in the Request for Mortgage Assistance Form (RMA) that states the amount, frequency, and duration of the benefit.
Public Assistance Award Letter	Proof of Public Assistance benefits (Food Stamps) claimed on your Request for Mortgage Assistance form (RMA) - A copy of your most recent Benefit Award letter that states the amount, frequency, and duration of the benefit.
Public Assistance - Proof of Receipt	Proof of deposit/receipt for Public Assistance income referenced on your Request for Mortgage Assistance form (RMA). Examples of sufficient evidence would be your 2 most recent consecutive bank statements or account statements showing deposits of said income.
Release of Obligation	Proof of Release of Ownership for one or more borrowers. Examples of sufficient evidence may include: Death Certificate, Will, Quit Claim Deed, or Court Order releasing ownership of one or more borrowers on the note.)
Rental Income - Proof of Receipt	Proof of deposit/receipt for the rental income referenced on your Request for Mortgage Assistance form (RMA). Examples of sufficient evidence would be 2 most recent consecutive bank statements showing deposits of said income.
Rental Income/Lease Agreement	The current lease agreement(s) as supporting evidence of your rental income. If a current lease agreement doesn't exist, please provide a letter detailing the following: the property or properties that are tenant occupied; the amount of rent received; the monthly mortgage payment amount; the lender's name; the monthly tax and insurance amounts (if not impounded); and the homeowners association dues, if applicable. The letter must be signed and dated by the person claiming the rental income. If you no longer receive rental income, please provide a letter of explanation.
RMA	Request for Mortgage Assistance Form (RMA) - This form must be fully completed and executed with consideration of each contributing borrower may request an additional application package by contacting us at the number referenced below. All borrowers should sign the RMA, with the only exceptions being the death of a borrower or divorce supported with documentation. Examples of acceptable documentation would include a death certificate or divorce decree showing release of obligation.
Settlement Income - Proof of Receipt	Proof of deposit/receipt for the settlement income referenced on your Request for Mortgage Assistance form (RMA). Examples of sufficient evidence would be your 2 most recent consecutive bank statements showing deposit of said income.
Settlement Income Statement/Letter	A copy of the settlement agreement, court papers or award letter that states the amount of the settlement income and period of time over which it will be received.
Signed Sales Contract/Short Sale Addendum	Sales Contract signed by all parties including a Short Sale Addendum.
Social Security Income - Proof of Receipt	Proof of deposit/receipt for the social security income referenced on your Request for Mortgage Assistance form (RMA). Examples of sufficient evidence would be 2 most recent consecutive bank statements showing deposits of said income.
Social Security Statement	A copy of the current year Social Security benefits statement that states the amount, frequency, and duration of the benefit.
State Specific Borrower Agreement	An executed copy of the State Specific Prospective Borrower Agreement as described in your Request for Mortgage Assistance Form (RMA). A copy of this agreement can be located on our website at www.sls.net .

Document Name	Description
Tax Bills	A copy of your most recent tax bill that includes the tax amount, due date, and details as to the status of the bill; if there are delinquent taxes, a copy of all tax bills with the total amount due, including penalties and interest. In the event all other information is received and tax information has not been provided, we will perform a tax search in order to obtain all tax amounts due. A fee of \$25.00 will be assessed to your loan account for this search.
Tax Returns/Tax Transcripts	A copy of the signed tax returns for the two (2) most recent tax years including all applicable schedules and forms. Examples of schedules and forms include; Schedule E, Schedule C, W-2 Form, 1099 Form, Etc....
Unemployment Benefits	A copy of your most recent benefits statement or award letter for the unemployment income referenced in the Request for Mortgage Assistance Form (RMA) that states the amount, frequency, and duration of the benefit.
Unemployment Benefits - Proof of Receipt	Proof of deposit/receipt for the unemployment benefits referenced on your Request for Mortgage Assistance form (RMA). Examples of sufficient evidence would be your 2 most recent consecutive bank statements showing deposit of said income.
VA Benefits - Proof of Receipt	Proof of deposit/receipt for the VA benefit income referenced on your Request for Mortgage Assistance form (RMA). Examples of sufficient evidence would be your 2 most recent consecutive bank statements showing deposits of said income.
VA Benefits Statement	A copy of the current year Veteran's Assistance (VA) benefits statement that states the amount, frequency, and duration of the benefits.
W-2 Form	A copy of the most recent IRS form W-2.

Attachment 1

Request for
Occupied ConveyanceU.S. Department of Housing
and Urban Development
Office of Housing - Federal Housing Commissioner

OMB Approval No. 2502-0068 (exp. 12/31/2009)

File #: 0000005178405

Public reporting burden for this collection of information is estimated to average 0.25 hour per mortgage and 0.5 hours per occupant, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Privacy Act Statement: The Department of Housing and Urban Development (HUD) is authorized to collect this information by 24 CFR 203.675(b)(3). Section 165 of the Housing and Community Development Act of 1987, 42 U.S.C. 3545, requires persons applying for assistance under HUD programs to furnish his or her Social Security Number (SSN). The information will enable HUD to determine whether you qualify as a tenant, to maintain tenant rental accounts, and will provide the basis for facilitating the management and administration of the property disposition program. The information will be released to the local real estate broker who manages the property to facilitate property management. The information may be used to facilitate collection of overdue rents and may be released to collection agencies, consumer reporting and enforcement credit agencies, and attorneys hired by the Department. It may also be released to appropriate Federal, State, and local agencies to facilitate collection of rent and, when relevant, to civil, criminal, or regulatory investigations or prosecutions. The information will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. You must provide all of the information requested, including all SSNs you and all other household members age six (6) years of age and older, have and use. Giving the SSNs of all family members 6 years of age and older is mandatory; failure to provide the SSNs will affect your eligibility in the program. Failure to provide the requested information may result in a delay or rejection of your request to remain as an occupant.

This form must be completed by the Occupant(s). When completed, send to the local HUD Office Manager, Attention: Chief Property Officer

Property Address: [REDACTED]		Unit No.:
City, State & Zip Code: BISHOP, GA [REDACTED]		
Name of Mortgage Company (Lender):	Mortgage Loan No.:	PHA Case No.:

Dear Sir:

I(We) desire to continue in occupancy as a tenant of this property if acquired by HUD. I(We) have lived in this property since [REDACTED] (please insert date). I(We) will sign a month-to-month lease and pay one month's rent within 15 days of the lease being presented to me(us). I(We) believe that I(we) can afford to make monthly rental payments. In my(our) opinion, this property, in its present condition is structurally sound, free from health and safety hazards, and is otherwise habitable.

You may contact me(us) for arranging a convenient time for HUD's required inspection at the following telephone number

[REDACTED] or my(our) representative at [REDACTED]
(HUD must be able to make contact during normal working hours.)

I(We) understand that HUD's approval of my(our) request will, in part, be based on my(our) ability to make monthly rental payments. To assist HUD in making its determination, I(we) submit the following information concerning my(our) income:

Occupant's Name:	Occupation:	Social Security No.:	Gross Pay Per Month:
Employee's Name & Address:			Employee's Telephone No.:
Occupant's Name:	Occupation:	Social Security No.:	Gross Pay Per Month:
Employee's Name & Address:			Employee's Telephone No.:
Names & Social Security No. of all other Household Members 6 yrs. or older:			

Other Family Income (explain):	Other Sources of Income (if any):
--------------------------------	-----------------------------------

Obligations (list all obligations including car loans, installment payments, and credit cards)

Creditor's Name	Address (include City, State, & Zip Code)	Present Balance	Monthly Payment
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

You have my(our) permission to contact any of the above for verification purposes.

Occupant's Signature:	Sponsor's Signature:	Date:
X	X	X

ref. Handbook 4310.5

Form HUD-9639 (1/87)

FCUS_HUD9639.rpt - (06/15/2012) - Ver-02

PX10 - 67

p.5

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UGA Grounds Dept.

Apr 29 15 10:20a

Income Verifications.

- 1) Verification of Employment (VOE), or a letter from the employer is acceptable, if all required information is provided (base pay, overtime, bonuses, incentive plans, prospects for continued employment).
- 2) Pay stub. The applicant must provide a copy of his/her most recent pay stub.
- 3) For self-employed applicants, the following documentation is required:
 - (a) Signed and dated individual Federal income tax returns, including all applicable schedules, for the previous two years.
 - (b) Current financial statement, including a year-to-date balance sheet and profit and loss statement, signed and dated by the borrower.
 - (c) If the business is a corporation or partnership, copies of signed Federal business income tax returns for the last two years, with all applicable schedules attached.
 - (d) Business credit report, in addition to individual credit reports, unless the business has modest capital and earning capacity, such as a small grocery, filling stations, beauty or barber shop, etc.
- 4) Social security, pension benefits or compensation for permanent disability: copy of award.
- 5) Commissions, tips or fee income: income tax returns for past two years, current quarter profit and loss statement or VOE.
- 6) Sources other than occupation: verification is required.

Attachment 2

Request for Verification of Employment

Privacy Act Notice: This information is to be used by the agency collecting it or its assignees in determining whether you qualify as a prospective mortgagee under its program. It will not be disclosed outside the agency except as required and permitted by law. You do not have to give us this information, but if you do not, your application for approval as a prospective mortgagee or borrower may be delayed or rejected. The information requested in this form is authorized by Title 38, USC, Chapter 37 (HVA), by 12 USC, Section 1701 et. seq. (if HUD/FHA); by 42 USC, Section 1452b (if HUD/CPD); and Title 42 USC, 1921 et. Seq (if USDA/FmHA).

Instructions:

Lender - Complete items 1 through 7. Have the applicant complete item 8. Forward directly to the employer named in item 1.
Employer - Please complete either Part II or Part III as applicable. Complete Part IV and return directly to lender named in item 2.
The form is to be transmitted directly to the lender and is not to be transmitted through the applicant or any other party.

Part I - Request

1. To (Name and address of employer)

2. From (Name and address of lender)

I certify that this verification has been sent directly to the employer and has not passed through the hands of the applicant or any other interested party.

3. Signature of Lender

4. Title

5. Date

6. Lender's Number (Optional)

7. Name and Address of Applicant (include employee or badge number)

8. Signature of Applicant

Part II - Verification of Present Employment

9. Applicant's Date of Employment

10. Present Position

11. Probability of Continued Employment

12A. Current Gross Base Pay (Enter Amount and Check Period)

- ☐ Annual ☐ Hourly
☐ Monthly ☐ Other (Specify)
☐ Weekly

\$

13. For Military Personnel Only

Pay Grade

Type

Monthly Amount

Base Pay

\$

Rations

\$

Flight or Hazard

\$

Clothing

\$

Quarters

\$

ProPay

\$

Overseas or Combat

\$

Variable Housing Allowance

\$

14. If Overtime or Bonus is Applicable, Is it's Compliance Likely?

Overtime ☐ Yes ☐ No
Bonus ☐ Yes ☐ No

15. If paid hourly - average hours per week

16. Date of applicant's next pay increase

17. Projected amount of next pay increase

18. Date of applicant's last pay increase

19. Amount of last pay increase

20. Remarks (If employee was off work for any length of time, please indicate time period and reason)

Part III - Verification of Previous Employment

21. Date Hired

23. Salary / Wage at Termination Per (Year)(Month)(Week)

Base Pay

Overtime

Commissions

Bonus

22. Date Terminated

24. Reason for Leaving

25. Position Held

Part IV - Authorized Signature - Federal statutes provide severe penalties for any fraud, intentional misrepresentation, or criminal connivance or conspiracy purposed to influence the issuance of any guaranty or insurance by the VA Secretary, the U.S.D.A., FmHA/FHA Commissioner, or the HUD/CPD Assistant Secretary.

26. Signature of Employee

27. Title (Please print or type)

28. Date

29. Print or type name signed in item 26

30. Phone No.

FCUS_FNMA1005.rpt - (06/21/2012) / Ver-02

Fannie Mae
Form 1025 July 96

PX10 - 69

p 7

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UGA Grounds Dept.

Apr 29 15 10:21a

ATTACHMENT K

From: Amy Peterson
To: Liles, Alexander
Subject: Fwd: Documents needed
Date: Friday, June 30, 2017 7:35:20 PM

----- Forwarded message -----

From: Amy Peterson <[REDACTED]>
Date: Sun, May 17, 2015 at 6:46 PM
Subject: Fwd: Documents needed
To: Dennis Peterson <[REDACTED]>

----- Forwarded message -----

From: "Joel Wolfley" <joelwolfley@gmail.com>
Date: May 17, 2015 6:02 PM
Subject: Documents needed
To: "Amy Peterson" <[REDACTED]>
Cc:

Amy,

The only thing I need is your hardship letter explaining why you first got behind on your mortgage.

If this hardship is resolved mention that and how it has been resolved and with the modification you would be able to keep up with the payments.

Both you and Dennis need to sign and date this letter, e-mail it back to me.

Any questions call me.

Thanks,

Joel Wolfley
801-391-0869

EXHIBIT 11

DECLARATION OF GENEVIEVE PODOLSKI

**DECLARATION OF GENEVIEVE PODOLSKI
PURSUANT TO 28 U.S.C. §1746**

I, Genevieve Podolski, make the following statement:

1. I am a U.S. citizen over the age of 18 residing in Tolland, Connecticut. I have personal knowledge of the facts stated herein.
2. In or around August 2016, I was doing some online research to see if I could obtain a mortgage loan modification. At the time, Deutsche Bank National Trust Company was my mortgage lender, and Select Portfolio Servicing ("SPS") was the servicer. I was having a very bad experience with SPS, and I did not want to deal with SPS directly anymore. I came across an advertisement for a company called Consumer Defense that seemed to help people with loan modifications. I provided my contact information so that someone from Consumer Defense could reach out to me.
3. Shortly after that, a representative from Consumer Defense named Sue Kartchner called me on the telephone. I explained to her that I was on a limited income since my husband had passed away and was very frustrated with my experience with SPS. Ms. Kartchner told me that Consumer Defense had a very positive relationship with SPS and had successfully worked out modifications with SPS before. She said there was only one single case where Consumer Defense did not get a modification, and that was only because the customer provided inaccurate documentation.
4. Ms. Kartchner told me that Consumer Defense's services would cost \$947 per month for 4 months. She also told me that if I signed up with Consumer Defense, I should stop contacting SPS or paying my mortgage. Ms. Kartchner said Consumer Defense would check in with me every 2-3 weeks to update me on the status of my modification. Throughout the conversation, Ms. Kartchner was very encouraging and reassuring. She also sounded very knowledgeable on the subject of mortgage

modifications.

5. After we spoke, Ms. Kartchner informed me in an email that I was eligible for the Home Affordable Modification Program, which would lower my principal and interest rates. She also told me that while my modification was under review, I would be protected from a foreclosure sale, even if I made no payments on my mortgage. True and correct redacted copies of this correspondence and all attachments are attached to this declaration as **Attachment A**.
6. I decided to sign up for the program and submitted a signed Consumer Advocacy Agreement and a Borrower's Authorization to Consumer Defense. True and correct redacted copies of these documents are attached to this declaration as **Attachment B**.
7. Cameron James was the processor assigned to my case. He asked me to submit a Request for Mortgage Assistance, Cease and Desist Letter, a Dodd-Frank Certification, 4506-T form, and a Hardship Letter. True and correct redacted copies of these documents are attached to this declaration as **Attachment C**.
8. A few days later, I started to have doubts about Consumer Defense because I had been scammed in the past by another mortgage modification servicer. In order to distance myself from Consumer Defense, I emailed Ms. Kartchner and pretended that I had already obtained a modification on my own through SPS so I didn't need Consumer Defense's help anymore. But Ms. Kartchner called me shortly after my email and convinced me to stay with the program, assuring me this was not a scam and that they would obtain a loan modification on my behalf. A true and correct redacted copy of this correspondence is attached to this declaration as **Attachment D**.
9. Although I had submitted all of the documents Cameron James had requested on or around August 2016, I received an email from a processor named Vince Salas stating

that I was still missing documents. Although I was sure I had already submitted the required documents, I went ahead and faxed them again. However, Consumer Defense kept having issues with my faxes.

10. I received an additional email on or around November 4, 2016 from Vince Salas stating that my social security award letter and copies of two months of pay stubs were still outstanding. He wrote that once he received these final two documents, my case would enter into negotiations. I faxed my social security award letter and asked for a pre-paid envelope for my most recent pay stubs, which were from July 2016. True and correct redacted copies of this correspondence and a fax cover sheet are attached to this declaration as **Attachment E**.
11. My case was transferred to Brianne Whitmire. Although during my initial phone call with Ms. Kartchner, I was told Consumer Defense would be in touch with me every 2-3 weeks, many weeks went by without any updates. Whenever I called, it was hard to get anyone on the phone.
12. On or around December 2, 2016, Brianne Whitmire emailed me to say that my case was in negotiations with SPS. She also said that my case was being transferred to Mia Apcho. A true and correct redacted copy of this correspondence is attached to this declaration as **Attachment F**.
13. On or around January 4, 2017, Ms. Apcho emailed me to say that SPS was moving forward with its review of my modification application. A true and correct redacted copy of this correspondence is attached to this declaration as **Attachment G**.
14. My initial agreement with Consumer Defense was to pay \$947 per month for four months. At the end of four months, I received a charge for \$297. I spoke with Ms. Apcho who said it might have been a mistake, and she said she would look into it.
15. In or around mid-January 2017, Ms. Apcho told me my modification was denied

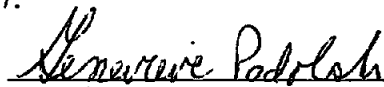
because Deutsche Bank does not do modifications. I was surprised and upset. I had been paying Consumer Defense for nearly five months for modification services, only to be told that Deutsche Bank does not do modifications at all. Ms. Apcho told me I would receive a Repayment Plan from SPS. Since I had stopped paying my mortgage during the time I was working with Consumer Defense (as Consumer Defense instructed), my monthly payments had increased to \$2,546.80 per month. A true and correct redacted copy of the SPS Repayment Plan is attached as

Attachment H.

16. In or around February 2017, Consumer Defense again charged me \$297, which was a total surprise. I contacted Consumer Defense and was transferred to Brianne Whitmire. Ms. Whitmire said that Ms. Apcho was wrong to tell me the first charge was potentially an error on Consumer Defense's part. She said that I received this second charge for \$297 because I had continued using Consumer Defense's service through January 2017 and that this would be the final charge.
17. I paid \$4,382 in total to Consumer Defense. True and correct redacted copies of my payments are attached to this declaration as **Attachment I**. I still have not worked out a modification on my home, and I have lost thousands of dollars while living on a limited income.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 5th day of May, 2017.


Genevieve Podolski

ATTACHMENT A

Print

<https://mg.mail.yahoo.com/neo/launch?.rand=amb457iq8j0ae#4434950056>

Exhibit A

Subject: FROM SUE: OVERVIEW

From: Sue Kartchner (skartchner@consumerdefense.com)

To: [REDACTED]

Date: Thursday, August 18, 2016 1:02 PM

Genevieve,

Per our discussion, Consumer Defense LLC, is an outreach group that utilizes an in house administration team and an in house defense team to process government and lender mortgage relief programs. They *consistently* receive approvals with the best terms and conditions because of their small case load and strong negotiating position.

Based on the information you have given me you are eligible for a HAMP which will put your past due payments on the back of your loan to bring you current, **WITHOUT** a "good faith payment" the lender may say is required to approve the modification. In addition, it will lower your principal, interest, taxes and insurance payment to equal 31 % of your gross qualifying income.

In addition, as way of review, you are not ever paying Consumer Defense your scheduled payment of \$ 974 while making a mortgage payment. *While your modification is being reviewed you are protected from a foreclosure sale even if you are not making your mortgage payments.* (See attachment below) If your modification is completed before your scheduled payments are completed, Consumer Defense will revise the payments to ones you can afford.

Thank you,
Sue Kartchner
Senior Modification Advisor
888-880-7487
888-334-7255 Fax Number

Consumer Defense BBB A+ Rating: <http://www.bbb.org/utah/business-reviews/loan-modification/consumer-defense-llc-in-sandy-ut-22310080>

Attachments

- Settlement Stipulations.pdf (182.70KB)

National Mortgage Settlement:

On March 14, 2012 the United States of America and 49 of the 50 US states (all but Oklahoma) filed a complaint in the United States District Court for the District of Columbia against numerous mortgage loan servicers, including Bank of America, Citigroup, GMAC Mortgage/Ally Financial, JP Morgan Chase, and Wells Fargo (as well as certain subsidiaries of these mortgage loan servicers). The complaint accused these mortgage loan servicers of outrageous and ongoing misconduct relating to their origination and servicing of single family residential mortgage loans, including abuses in the foreclosure process. More specifically, Bank of America, Citigroup, GMAC Mortgage /Ally Financial, JP Morgan Chase, Wells Fargo, and the others were accused of the staggering list of wrongdoings below.

1. Unfair, deceptive, and unlawful loan servicing processes;
2. Unfair, deceptive, and unlawful loan modification and loss mitigation processes;
3. Wrongful foreclosure conduct – including premature and unauthorized foreclosures;
4. Unfair and deceptive origination of mortgage loans;
5. Violations of the Direct Endorsement Program (relating to FHA loans);
6. Failure to comply with underwriting requirements;
7. Failure to comply with quality control requirements;
8. Ignoring or circumventing bankruptcy related protections and laws;
9. Violation of the Servicemembers Civil Relief Act; and
10. Use of false and deceptive affidavits and other documents to facilitate the above violations.

Terms of the Settlement:

“The servicing standards make foreclosure a last resort by requiring servicers to evaluate homeowners for other loss mitigation options first. In addition, banks will be restricted from foreclosing while the homeowner is being considered for a loan modification. The new standards also include procedures and timelines for reviewing loan modification applications and give homeowners the right to appeal denials. Servicers will also be required to create a single point of contact for borrowers seeking information about their loans and maintain adequate staff to handle calls.

The agreement will be filed as a consent judgment in the U.S. District Court for the District of Columbia. Compliance with the agreement will be overseen by an independent monitor, Joseph A. Smith Jr. Smith has served as the North Carolina Commissioner of Banks since 2002. Smith is also the former Chairman of the Conference of State Banks Supervisors (CSBS). The monitor will oversee implementation of the servicing standards required by the agreement; impose penalties of up to \$1 million per violation (or up to \$5 million for certain repeat violations); and publish regular public reports that identify any quarter in which a servicer fell short of the standards imposed in the settlement

ATTACHMENT B

(Exhibit A1)



Consumer Defense

08/18/2016

GENEVIEVE PODOLSKI

Re: Consumer Advocacy Agreement

Dear GENEVIEVE PODOLSKI

Please find enclosed the "Terms and Conditions" governing the services provided through Consumer Defense, LLC.

Borrower

Co-Borrower (if any)

Name

GENEVIEVE PODOLSKI

Address

City, State, Zip

Phone Number

E-mail

I (We), the above-named Client(s), affirm that I (we) have received, read, and understand the "Terms and Conditions" provided below, and AGREE to the terms thereof.

Client:

Date: 08/18/2016

Sign here ▶

Genevieve Podolski

Digitally signed by Genevieve Podolski, DN: cn=Genevieve Podolski, o=Consumer Defense, LLC, email=genpod@consumerdefense.com, c=US

Client Name:

GENEVIEVE PODOLSKI

Co-Client:

Date: 08/18/2016

Sign here ▶

Client Name:

Page 1 of 6
Consumer Advocacy Agreement

Document Integrity Verified

Transaction Number: 2018A1D365D75390

PX11 - 9

TERMS AND CONDITIONS

IN CONSIDERATION of the promises and covenants of the parties to this agreement (the "Agreement"), the above-named Client and co-Client(s) (collectively referred to as "Client"), Consumer Defense, LLC ("Consumer Defense"), and the other intended beneficiaries of this Agreement, hereby agree as follows:

1. **Scope of Services.** Client hereby appoints Consumer Defense to provide consumer home and loan management counseling and education, examine his or her federal rights, assist with document preparation, and continuously cooperate with all services performed on Client's matter. The services and fees are set out in detail below and are billed on a monthly basis.

All state related matters related to Client's matter, if any, will be immediately forwarded, with Client's permission, to local counsel and will not be governed by the terms of this Agreement. Consumer Defense is not acting as Client's attorney in any capacity. Client acknowledges and agrees that Consumer Defense only provides consumer counseling, cooperates with, and educates Client with respect to various federal rights and protection identified under federal law, including the Equal Credit Opportunity Act (ECOA), Fair Credit Reporting Act (FCRA), Real Estate Settlement Procedures Act (RESPA) and the Truth in Lending Act (TILA), Making Home Affordable Program (MHA), Home Affordable Modification Program (HAMP), FHA-HAMP, Home Affordable Foreclosure Alternatives Program (HAFA), Home Affordable Refinance Program (HARP), Home Affordable Unemployment Program (UP), Second Lien Modification Program (2MP), Treasury/FHA Second Lien Program (FHA2LP), and other federally derived programs and laws. These services also include providing paperwork for Client's pro-se submission of any Qualified Written Request (completed by Client) pursuant to the TILA 15 U.S.C. § 1601, et seq., the Fair Debt Collection Practices Act (FDCPA) and RESPA, codified as Title 12 § 2605 (e)(1)(B) and Reg. X § 3506.21(f)(2) of the United States Code. In accordance with state and federal law, Consumer Defense does NOT perform the following services: foreclosure rescue and prevention services, loss mitigation services, foreclosure consultation, loan modification assistance, debt negotiation or adjustment, or other state related relief. All home loan assistance, if any will be directed to Consumer Link, Inc. ("Consumer Link"), a nonprofit corporation, an alternative competent mortgage assistance relief service, a HUD approved housing counseling agency, or local counsel, which shall not be governed by the terms of the Agreement unless stated otherwise. There is no charge for this service.

Client agrees Consumer Defense may engage the service of, and release Client's financial and other confidential information to Consumer Link, local counsel, or a mortgage assistance relief service on behalf of Client as Consumer Defense deems necessary unless directed otherwise by Client in writing. Client acknowledges and agrees that Consumer Defense is an entirely separate entity from Consumer Link, Inc., Zinly, LLC, HUD approved counseling agencies, and Client's local counsel. Client acknowledges and agrees that Consumer Defense shall not be governed by any promises or guarantees made by any other entity, and any claim by Client related to any purported promises or guarantees shall be directed to such other entity and not Consumer Defense.

2. **Payment for Services.** Client agrees to pay Consumer Defense on at least a monthly basis for services rendered. Client agrees to pay the total amount of \$ 3,900 in accordance with the fee schedule identified under "Payment Form." If Client continues using the services of Consumer Defense beyond the fee schedule, Client agrees to pay the continuity amount of \$ 297 per month until such time Consumer Defense's services are complete.

Gwendolyn Padellaro

Digitally signed by "1.2.3.4.5.6.7.8.9.10.11.12.13.14.15.16.17.18.19.20.21.22.23.24.25.26.27.28.29.30.31.32.33.34.35.36.37.38.39.40.41.42.43.44.45.46.47.48.49.50.51.52.53.54.55.56.57.58.59.60.61.62.63.64.65.66.67.68.69.70.71.72.73.74.75.76.77.78.79.80.81.82.83.84.85.86.87.88.89.90.91.92.93.94.95.96.97.98.99.100.101.102.103.104.105.106.107.108.109.110.111.112.113.114.115.116.117.118.119.120.121.122.123.124.125.126.127.128.129.130.131.132.133.134.135.136.137.138.139.140.141.142.143.144.145.146.147.148.149.150.151.152.153.154.155.156.157.158.159.160.161.162.163.164.165.166.167.168.169.170.171.172.173.174.175.176.177.178.179.180.181.182.183.184.185.186.187.188.189.190.191.192.193.194.195.196.197.198.199.200.201.202.203.204.205.206.207.208.209.210.211.212.213.214.215.216.217.218.219.220.221.222.223.224.225.226.227.228.229.230.231.232.233.234.235.236.237.238.239.240.241.242.243.244.245.246.247.248.249.250.251.252.253.254.255.256.257.258.259.260.261.262.263.264.265.266.267.268.269.270.271.272.273.274.275.276.277.278.279.280.281.282.283.284.285.286.287.288.289.290.291.292.293.294.295.296.297.298.299.300.301.302.303.304.305.306.307.308.309.310.311.312.313.314.315.316.317.318.319.320.321.322.323.324.325.326.327.328.329.330.331.332.333.334.335.336.337.338.339.340.341.342.343.344.345.346.347.348.349.350.351.352.353.354.355.356.357.358.359.360.361.362.363.364.365.366.367.368.369.370.371.372.373.374.375.376.377.378.379.380.381.382.383.384.385.386.387.388.389.390.391.392.393.394.395.396.397.398.399.400.401.402.403.404.405.406.407.408.409.410.411.412.413.414.415.416.417.418.419.420.421.422.423.424.425.426.427.428.429.430.431.432.433.434.435.436.437.438.439.440.441.442.443.444.445.446.447.448.449.450.451.452.453.454.455.456.457.458.459.460.461.462.463.464.465.466.467.468.469.470.471.472.473.474.475.476.477.478.479.480.481.482.483.484.485.486.487.488.489.490.491.492.493.494.495.496.497.498.499.500.501.502.503.504.505.506.507.508.509.510.511.512.513.514.515.516.517.518.519.520.521.522.523.524.525.526.527.528.529.530.531.532.533.534.535.536.537.538.539.540.541.542.543.544.545.546.547.548.549.550.551.552.553.554.555.556.557.558.559.560.561.562.563.564.565.566.567.568.569.570.571.572.573.574.575.576.577.578.579.580.581.582.583.584.585.586.587.588.589.590.591.592.593.594.595.596.597.598.599.600.601.602.603.604.605.606.607.608.609.610.611.612.613.614.615.616.617.618.619.620.621.622.623.624.625.626.627.628.629.630.631.632.633.634.635.636.637.638.639.640.641.642.643.644.645.646.647.648.649.650.651.652.653.654.655.656.657.658.659.660.661.662.663.664.665.666.667.668.669.670.671.672.673.674.675.676.677.678.679.680.681.682.683.684.685.686.687.688.689.690.691.692.693.694.695.696.697.698.699.700.701.702.703.704.705.706.707.708.709.710.711.712.713.714.715.716.717.718.719.720.721.722.723.724.725.726.727.728.729.730.731.732.733.734.735.736.737.738.739.740.741.742.743.744.745.746.747.748.749.750.751.752.753.754.755.756.757.758.759.760.761.762.763.764.765.766.767.768.769.770.771.772.773.774.775.776.777.778.779.780.781.782.783.784.785.786.787.788.789.790.791.792.793.794.795.796.797.798.799.800.801.802.803.804.805.806.807.808.809.810.811.812.813.814.815.816.817.818.819.820.821.822.823.824.825.826.827.828.829.830.831.832.833.834.835.836.837.838.839.840.841.842.843.844.845.846.847.848.849.850.851.852.853.854.855.856.857.858.859.860.861.862.863.864.865.866.867.868.869.870.871.872.873.874.875.876.877.878.879.880.881.882.883.884.885.886.887.888.889.890.891.892.893.894.895.896.897.898.899.900.901.902.903.904.905.906.907.908.909.910.911.912.913.914.915.916.917.918.919.920.921.922.923.924.925.926.927.928.929.930.931.932.933.934.935.936.937.938.939.940.941.942.943.944.945.946.947.948.949.950.951.952.953.954.955.956.957.958.959.960.961.962.963.964.965.966.967.968.969.970.971.972.973.974.975.976.977.978.979.980.981.982.983.984.985.986.987.988.989.990.991.992.993.994.995.996.997.998.999.1000.1001.1002.1003.1004.1005.1006.1007.1008.1009.1010.1011.1012.1013.1014.1015.1016.1017.1018.1019.1020.1021.1022.1023.1024.1025.1026.1027.1028.1029.1030.1031.1032.1033.1034.1035.1036.1037.1038.1039.1040.1041.1042.1043.1044.1045.1046.1047.1048.1049.1050.1051.1052.1053.1054.1055.1056.1057.1058.1059.1060.1061.1062.1063.1064.1065.1066.1067.1068.1069.1070.1071.1072.1073.1074.1075.1076.1077.1078.1079.1080.1081.1082.1083.1084.1085.1086.1087.1088.1089.1090.1091.1092.1093.1094.1095.1096.1097.1098.1099.1100.1101.1102.1103.1104.1105.1106.1107.1108.1109.1110.1111.1112.1113.1114.1115.1116.1117.1118.1119.1120.1121.1122.1123.1124.1125.1126.1127.1128.1129.1130.1131.1132.1133.1134.1135.1136.1137.1138.1139.1140.1141.1142.1143.1144.1145.1146.1147.1148.1149.1150.1151.1152.1153.1154.1155.1156.1157.1158.1159.1160.1161.1162.1163.1164.1165.1166.1167.1168.1169.1170.1171.1172.1173.1174.1175.1176.1177.1178.1179.1180.1181.1182.1183.1184.1185.1186.1187.1188.1189.1190.1191.1192.1193.1194.1195.1196.1197.1198.1199.1200.1201.1202.1203.1204.1205.1206.1207.1208.1209.1210.1211.1212.1213.1214.1215.1216.1217.1218.1219.1220.1221.1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222.2223.2224.2225.2226.2227.2228.2229.2230.2231.2232.2233.2234.2235.2236.2237.2238.2239.2240.2241.2242.2243.2244.2245.2246.2247.2248.2249.2250.2251.2252.2253.2254.2255.2256.2257.2258.2259.2260.2261.2262.2263.2264.2265.2266.2267.2268.2269.2270.2271.2272.2273.2274.2275.2276.2277.2278.2279.2280.2281.2282.2283.2284.2285.2286.2287.2288.2289.2290.2291.2292.2293.2294.2295.2296.2297.2298.2299.2300.2301.2302.2303.2304.2305.2306.2307.2308.2309.2310.2311.2312.2313.2314.2315.2316.2317.2318.2319.2320.2321.2322.2323.2324.2325.2326.2327.2328.2329.2330.2331.2332.2333.2334.2335.2336.2337.2338.2339.2340.2341.2342.2343.2344.2345.2346.2347.2348.2349.2350.2351.2352.2353.2354.2355.2356.2357.2358.2359.2360.2361.2362.2363.2364.2365.2366.2367.2368.2369.2370.2371.2372.2373.2374.2375.2376.2377.2378.2379.2380.2381.2382.2383.2384.2385.2386.2387.2388.2389.2390.2391.2392.2393.2394.2395.2396.2397.2398.2399.2400.2401.2402.2403.2404.2405.2406.2407.2408.2409.2410.2411.2412.2413.2414.2415.2416.2417.2418.2419.2420.2421.2422.2423.2424.2425.2426.2427.2428.2429.2430.2431.2432.2433.2434.2435.2436.2437.2438.2439.2440.2441.2442.2443.2444.2445.2446.2447.2448.2449.2450.2451.2452.2453.2454.2455.2456.2457.2458.2459.2460.2461.2462.2463.2464.2465.2466.2467.2

10% Reduction of Principal Contingency Fee. If applicable under state law, Consumer Link, Inc. may at your discretion negotiate to reduce or discharge the secured debt including any second mortgage attached to your property. Only if Consumer Link, Inc. is successful and you agree to the lender's offer, you AGREE to pay a contingency fee to Consumer Link, Inc. or its assigns in the amount of 10% of the total debt forgiven as a result of the negotiation with respect to the property. This Debt Reduction Contingency Fee must be paid over a period not to exceed five years in equal monthly payments at 4% annual interest. Consumer Link, Inc. (and Consumer Defense, LLC) makes no guarantee, instruction, or claim regarding the potential tax consequences of debt forgiveness.

Geminio Padalala

Digital signature: "1.2.25.1.31 198 on Feb Aug 19 2016 23:47 55 08 17 43200 J201"

Borrower's Initials: _____

Co-Borrower's Initials: _____

3. Litigation and Attorney Fees Not Included. Unless otherwise agreed to in writing and signed by the parties, Consumer Defense will not be assisting, representing, or forming an attorney-client relationship with Client in any manner or capacity. Legal services shall NOT be covered by this Agreement and will be handled through local counsel only.

4. Client's Obligations. Client AGREES to the following:

- a. Client shall immediately notify Consumer Defense or Consumer Link if Client receives telephone calls, e-mails or any other correspondence from his or her lender or lender's attorney(s).
- b. Client shall provide both Consumer Defense and Consumer Link with accurate and current financial information and financial history as requested by either entity and shall cooperate with ongoing requests and shall communicate any material change of circumstances to Client. Client agrees to submit the completed Consumer Defense financial package within ten (10) days from the date of this Agreement (or such time frame agreed upon in writing between Client and Consumer Defense).
- c. Client shall make all payments as detailed above and on the document titled "Payment Form." Client acknowledges that any rejected or delayed payments will result in a fee payable to Consumer Defense in the amount of \$ 25 for each NSF payment and a \$ 25 fee for payment rescheduling.
- d. Client agrees that should Client use a credit card to pay for Consumer Defense's services, CLIENT AGREES NOT TO CHARGEBACK THE CARD for any reason. In the event that Client breaches this provision and chargebacks his or her credit card, Client agrees that liquidated damages of \$ 250 shall be applied to Client's account in addition to all other remedies provided in this Agreement and under law. This amount represents a reasonable estimate of the costs involved in disputing a chargeback with the credit card company.

5. Withdrawal from Agreement. Consumer Defense reserves the right to IMMEDIATELY withdraw from assisting Client (which shall include Consumer Link for purposes of this paragraph) or place Client's file on hold if, among other things, Client fails to honor the terms of this Agreement, including non-payment or untimely payment to Consumer Defense; failure to cooperate with or follow advice on a material matter, or if any fact or circumstance arises that would render continuing work unlawful or unethical. Upon withdrawal, Consumer Defense shall be entitled to any and all fees earned to that point, including fees necessary to close Client's account, and shall return any and all unearned fees to Client.

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Consumer Advocacy Agreement

6. **Confidentiality.** Client agrees to not disclose to third parties, other than Client's attorney(s) or financial advisor(s), any information obtained from Consumer Defense, including the forms used in this transaction or other proprietary information obtained from Consumer Defense in the course of receiving service from Consumer Defense.

7. **Limitation of Liability (Fee Paid); Single Defendant.** Subject to the arbitration and small claims provisions below, and notwithstanding any other provision, Client AGREES that any and all claims for damages by Client against Consumer Defense (which shall include for purposes of this paragraph Consumer Link and any other marketing or related entity) for any and all reasons whatsoever shall be strictly LIMITED only to the FEE paid by Client to Consumer Defense pursuant to this Agreement and Client agrees to only name Consumer Defense (and no other entity or other person) as the ONLY defendant. Notwithstanding any other provision, Client agrees to pay ALL attorney's fees by Consumer Defense, Consumer Link, or other related entity/person incurred in enforcing the terms of this provision.

8. **Amendments.** This Agreement, including all Addendums, may not be superseded, amended or added to except by a separate agreement in writing, signed by the parties hereto, or their respective successors-in-interest.

9. **Indemnity.** So far as permitted under law, Client agrees to indemnify and hold Consumer Defense (including Consumer Link and any other related entity or person) harmless from any and all liability, loss or expenses (including attorney's fees and costs) arising out of or relating to the real property identified herein, Client's lender arrangement, or the services provided by Consumer Defense for Client pursuant to this Agreement.

10. **Interpretation/Applicable Law/Venue.** This Agreement is made in the State of Nevada, and shall be construed pursuant to the laws of the State of Nevada, without reference to any conflict of laws provisions and/or procedures which may otherwise apply. Subject to the small claims court and arbitration provisions below, the parties to this Agreement (including Consumer Link or other related entity) further agree that the venue for the resolution of any dispute between the parties arising out of this Agreement shall be proper only in Clark County, Nevada.

11. **Collection.** Notwithstanding any other provision of this Agreement, should Client fail in any manner to timely pay Consumer Defense for its services as described in this Agreement and the document titled "Payment Form," Client AGREES to pay any and all attorney's fees and costs, incurred by Consumer Defense or any other authorized collection entity in collecting the same. Client AGREES that Consumer Defense or its authorized agent may use any and all personal, employment, financial, confidential, and other information supplied by Client to Consumer Defense, including information obtained from Client's lender(s), financial institution(s), family, etc., in pursuing collection against Client.

12. **Partial Invalidity.** If any court of competent jurisdiction holds any sentence, term, or provision of this Agreement to be illegal or invalid, said sentence, term, or provision shall be deemed to be severed and deleted; such deletion shall not affect the validity of the remaining terms and provisions of this Agreement.

13. **Small Claims Court and Arbitration.** Excluding collection proceedings against Client as described above, any and all disputes between the parties, including claims against Consumer Link and any other marketing or related company, shall be resolved by submission to and litigation in the Small Claims division of the CLARK County Justice Court of Nevada. If for any reason the dispute is not within the jurisdiction of the Small Claims division of the Consumer Defense, then the dispute shall be resolved by binding arbitration in CLARK COUNTY, NEVADA, without appeal, and any award rendered thereunder may be entered in any court of competent jurisdiction. Excluding collection proceedings against Client as described above, the prevailing party shall NOT be awarded attorney's fees and costs.

Page 4 of 6
Consumer Advocacy Agreement

CLIENT AGREES THAT THESE ARBITRATION TERMS SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (CODIFIED AT 9 U.S.C. § 1 ET SEQ.), WHICH PROVIDES FOR JUDICIAL FACILITATION OF PRIVATE DISPUTE RESOLUTION THROUGH ARBITRATION, AND CONSUMER DEFENSE (AND OTHER ENTITIES) AND CLIENT CAN PURSUE ALL REMEDIES AVAILABLE UNDER THE FEDERAL ARBITRATION ACT IN COMPELLING ARBITRATION.

14. **Entire Agreement.** This Agreement and any follow-on addendums, including Addendum A, constitute the entire agreement between the parties relating to the transactions contemplated hereby and all other prior or contemporaneous agreements, promises, claims, understandings, representations and statements, oral or written, are merged into this Agreement.

Phases and Estimated Value of Services

Phase 1 - Preliminary Review; File Underwriting

Initial consultation and review. Preliminary federal legal review of the file. Processor phone consultation. Underwriting of the file based on financial ratios for conformity to federal and/or lender specific guidelines and known policies and tolerances. Review and analysis of possible federal predatory lending issues and review of forensic audit if applicable. Borrower financial review. Submission of Borrower's documentation and information to a Mortgage Assistance Relief Service (e.g., Consumer Link, a nonprofit corporation, HUD Approved Housing Counseling Agencies, and/or local counsel) for submittal and/or escalation.

Estimated Value of Service \$ 974

Phase 2 - Application and Processing Assistance

If necessary, submittal of cease and desist letter, Borrower's Authorization letter, and if applicable, RESPA & TILA letters. Preparation and submittal of package to a Mortgage Assistance Relief Service or nonprofit entity based on federal and/or lender specific guidelines, including analysis and compilation of income verification (e.g. profit and loss statements), expenses, etc. Review by Consumer Link for federal eligibility and compliance. Review for alternative federal options. Cooperation with Mortgage Assistance Relief Service, nonprofit entity, and/or local counsel for processing of Borrower's application.

Estimated Value of Service \$ 974

Phase 3 - Verification and Supplemental Submissions

Secure confirmation that the package has been received and is in active review. Preparation and submittal of other necessary documents as needed including a Qualified Written Request pursuant to federal guidelines. Develop dialogue with Borrower and lender to ensure that loss mitigation process continues unabated with Mortgage Assistance Relief Service. Review of Mortgage Assistance Relief Service's preparation and submittal of supplemental or additional modification packages and income verification as required by the lender.

Estimated Value of Service \$ 974

Page 8 of 8
Consumer Advocacy Agreement

Phase 4 - Tender of Demand Letter with Verified Complaint

Review and analysis of the documentation provided through Qualified Written Request submitted for Consumer.
Collecting and submitting additional or updated information.

Estimated Value of Service \$ 974

Gennine Padoloni

Digital signature "1.235.131.158 on Fri Aug 10 2018 23:47:53 GMT-0400 (EDT).

Borrower's Initials: _____

Co-Borrower's Initials: _____

Page 6 of 6

Consumer Advocacy Agreement

Document Integrity Verified

Transaction Number 2123A1E305D78998



Consumer Link, Inc.
200 S. Virginia, 8th Floor
Reno, NV 89501
Phone: (888) 980-7317
Fax: (888) 224-6524

Borrower(s) Authorization

Date: 08/20/2016

Account Number: [REDACTED]

To: Select Portfolio Servicing
P.O. Box 65277
Salt Lake City, UT 84165-0277.

(Name of First Lender)
(Address)
(City, State, Zip)

The undersigned borrower(s) do hereby appoint Consumer Link, Inc., acting by and through its employees, staff and agents, as the authorized agents of the undersigned and to negotiate and act on behalf of the undersigned with respect to avoiding foreclosure of the following real property:



(Address of Property)
(City, State, Zip)

As necessary to carry out the above, Consumer Link, Inc., acting by and through its employees, staff and agents, are expressly authorized, on behalf of the undersigned, to:

1. Communicate with my creditors, home lender, and financial institutions to obtain any and all information regarding my accounts or debts that I may owe, including for example the account balances, payment history, verification of the account and any other information necessary to allow Preferred Law, PLLC to evaluate and formulate settlement, modification relief services, or payment offers on my behalf.
2. Make good faith settlement or payment offers on my behalf. This authorization shall expire six (6) months from the date above unless rescinded in writing prior to that date.

Borrower:

Co-Borrower:

Genevieve Podolski

Printed name of the borrower(s) must be typed or printed on this form. If the borrower(s) is/are not the owner(s) of the property, the borrower(s) must also provide the name and address of the owner(s).

Signature

GENEVIEVE PODOLSKI

Printed Name

Social Security Number

Date of Birth

Signature

Printed Name

Social Security Number

Date of Birth

Authorized REPRESENTATIVES of Consumer Link, Inc. that can be reached at (888) 980-7317: • Jonathan Hanley • Sandra Hanley • Bobbi Collins • Shannon Martinez • Rebecca Peace • Mia Apcho • Brianne Whitmore • Ali Parkinson • Ana Amaya • Cameron James

Document Integrity Verified

Transaction Number: BEEA45390B73CM7

ATTACHMENT C

(648 unread) - Yahoo Mail

https://mg.mail.yahoo.com/neo/launch?rand=amb457iq8j0ac#8637483414

[Home](#) [Mail](#) [Search](#) [News](#) [Sports](#) [Finance](#) [Celebrity](#) [Weather](#) [Answers](#) [Flickr](#) [Mobile](#) [More ▾](#)
 All

Compose

Inbox (648)

Drafts (97)

Sent

Archive

Spam (410)

Trash (3)

Smart Views

Important

Unread

Starred

People

Social

Shopping

Travel

Finance

Folders (8)

2014 Escape

ACOSTA

Animal Infor... (4)

Auto Insuran... (1)

ComputerFix

ConsumerDefenseCa

CT Properties

CTHumane

Dog Hikes

Electric Bill

EmpireToday

FHA HOME LOAN

Florida

Junk

Kohls

MaryKay

Michael

Missouri Properties

NH Properties

Pic Keepers

Pics

Rhode Island Properties

SAVEDMAIL (3)

SC Properties

Mail on flickr

 Archive Move Collapse Aspa M

Welcome documents (2)

People

Cameron James <cjames@consumerdefense.com> 08/25/16 at 4:01 PM
To: [REDACTED]

Hello Genevieve,

My name is Cameron James, and I will be your assigned processor gathering the requested documents to get you to the negotiations dept.

Attached in email -

- Please sign Cease and Desist page and please send back to me thanks.
- RMA
- Dodd Frank
- Hardship letter Sample
- 4506t Form
- No HOA fees letter - Please sign due to not paying HOA fees for the home

Other documents requested

- Bank Statements front and back of each page for the months of July, and August
- Utility Bills for July, and August gas or electric only, lender won't accept water bills
- 2015-2014 Taxes 1040's and W2's
- 2016 yearly award letters for VA, Social Security, Pension

I will be requesting updated documents for the upcoming months so please send in updated Bank Statements, Pay Stubs, and Utility Bills.

That's everything thanks so much

Contact information for Consumer Link

Assigned Processor - Cameron James - 801-386-5100 EXT 216
Supervisor - Bobbi Collins - 801-386-5100 EXT 203
Billing Dept. - All Parkinson - 801-386-5100 EXT 235

Receptionist - 801-386-5100
Fax # 888-224-6524

--
Cameron James
Processor
Consumer Link
Office - 801-386-5100 EXT 216
Address - 8180 South 700 East, Suite: 110

Cameron James

cjames@consumerdef

(801) 386-5100 x216

Search emails

CORRECT NAME

Exhibit B + Attachments(2)

WIPE GERI



Making Home Affordable Program Request For Mortgage Assistance (RMA)

Attachment 1



If you are experiencing a financial hardship and need help, you must complete and submit this form along with other required documentation to be considered for foreclosure prevention options under the Making Home Affordable (MHA) Program. You must provide information about yourself and your intentions to either keep or transition out of your property; a description of the hardship that prevents you from paying your mortgage(s); information about all of your income, expenses and financial assets; whether you have declared bankruptcy; and information about the mortgage(s) on your principal residence and other single family real estate that you own. Finally, you will need to return to your loan servicer (1) this completed, signed and dated Request for Mortgage Assistance (RMA); and (2) completed and signed IRS Form 4506-T or 4506T-EZ; and (3) all required income documentation identified in Section 4.

When you sign and date this form, you will make important certifications, representations and agreements, including certifying that all of the information in this RMA is accurate and truthful.

SECTION 1: BORROWER INFORMATION

BORROWER		CO-BORROWER	
BORROWER'S NAME		CO-BORROWER'S NAME	
SOCIAL SECURITY NUMBER	DATE OF BIRTH (MM/DD/YY)	SOCIAL SECURITY NUMBER	DATE OF BIRTH (MM/DD/YY)
HOME PHONE NUMBER WITH AREA CODE		HOME PHONE NUMBER WITH AREA CODE	
CELL OR WORK NUMBER WITH AREA CODE		CELL OR WORK NUMBER WITH AREA CODE	
MAILING ADDRESS		MAILING ADDRESS (IF SAME AS BORROWER, WRITE "SAME")	
EMAIL ADDRESS		EMAIL ADDRESS	
Has any borrower filed for bankruptcy? <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 13 Filing Date: _____ Bankruptcy case number: _____ Has your bankruptcy been discharged? <input type="checkbox"/> Yes <input type="checkbox"/> No		Is any borrower a servicemember? <input type="checkbox"/> Yes <input type="checkbox"/> No Have you recently been deployed away from your principal residence or recently received a permanent change of station order? <input type="checkbox"/> Yes <input type="checkbox"/> No	
How many single family properties other than your principal residence do you and/or any co-borrower(s) own individually, jointly, or with others? _____ Has the mortgage on your principal residence ever had a Home Affordable Modification Program (HAMP) trial period plan or permanent modification? <input type="checkbox"/> Yes <input type="checkbox"/> No Has the mortgage on any other property that you or any co-borrower own had a permanent HAMP modification? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", how many? _____ Are you or any co-borrower currently in or being considered for a HAMP trial period plan on a property other than your principal residence? <input type="checkbox"/> Yes <input type="checkbox"/> No			

SECTION 2: HARDSHIP AFFIDAVIT

I (We) am/are requesting review under MHA.
I am having difficulty making my monthly payment because of financial difficulties created by (check all that apply):

<input type="checkbox"/> My household income has been reduced. For example: reduced pay or hours, decline in business or self employment earnings, death, disability or divorce of a borrower or co-borrower.	<input type="checkbox"/> My monthly debt payments are excessive and I am overextended with my creditors. Debt includes credit cards, home equity or other debt.
<input type="checkbox"/> My expenses have increased. For example: monthly mortgage payment reset, high medical or health care costs, uninsured losses, increased utilities or property taxes.	<input type="checkbox"/> My cash reserves, including all liquid assets, are insufficient to maintain my current mortgage payment and cover basic living expenses at the same time.
<input type="checkbox"/> I am unemployed and (a) I am receiving/will receive unemployment benefits or (b) my unemployment benefits ended less than 6 months ago.	Other: _____

Explanation (continue on a separate sheet of paper if necessary):

SECTION 3: PRINCIPAL RESIDENCE INFORMATION

(This section is required even if you are not seeking mortgage assistance on your principal residence.)

I am requesting mortgage assistance with my principal residence ☐ Yes ☐ NoIf "yes", I want to: ☐ Keep the property ☐ Sell the property

Property Address: _____ Loan I.D. Number: _____

Other mortgages or liens on the property? ☐ Yes ☐ No Lien Holder / Servicer Name: _____ Loan I.D. Number: _____Do you have condominium or homeowner association (HOA) fees? ☐ Yes ☐ No If "Yes", Monthly Fee \$ _____ Are fees paid current? ☐ Yes ☐ No

Name and address that fees are paid to: _____

Does your mortgage payment include taxes and insurance? ☐ Yes ☐ No If "No", are the taxes and insurance paid current? ☐ Yes ☐ No

Annual Homeowner's Insurance \$ _____

Is the property listed for sale? ☐ Yes ☐ No If "Yes", Listing Agent's Name: _____ Phone Number: _____List date? _____ Have you received a purchase offer? ☐ Yes ☐ No Amount of Offer \$ _____ Closing Date: _____

Complete this section ONLY if you are requesting mortgage assistance with a property that is not your principal residence.

Principal residence servicer name: _____ Principal residence servicer phone number: _____

Is the mortgage on your principal residence paid? ☐ Yes ☐ No If "No", number of months your payment is past due (if known): _____**SECTION 4: COMBINED INCOME AND EXPENSE OF BORROWER AND CO-BORROWER**

Monthly Household Income		Monthly Household Expenses/Debt ("Principal Residence Expense Only")		Household Assets	
Monthly Gross wages	\$	First Mortgage Principal & Interest Payment*	\$	Checking Account(s)	\$
Overtime	\$	Second Mortgage Principal & Interest Payment*	\$	Checking Account(s)	\$
Self employment income	\$	Homeowner's Insurance*	\$	Savings / Money Market	\$
Unemployment income	\$	Property Taxes*	\$	CDs	\$
Untaxed Social Security / SSD	\$	HOA/Condo Fees*	\$	Stocks / Bonds	\$
Food Stamps/Welfare	\$	Credit Cards/Installment debt (total min. payment)	\$	Other Cash on Hand	\$
Taxable Social Security or retirement income	\$	Child Support / Alimony	\$		
Child Support / Alimony**	\$	Car Payments	\$		
Tips, commissions, bonus and overtime	\$	Mortgage Payments other properties****	\$		
Gross Rents Received ***	\$	Other	\$	Value of all Real Estate except principal residence	\$
Other	\$			Other	\$
Total (Gross Income)	\$	Total Debt/Expenses	\$	Total Assets	\$

* Alimony, child support or separate maintenance income need not be disclosed if you do not choose to have it considered for repaying your mortgage debt.

*** Include rental income received from all properties you own EXCEPT a property for which you are seeking mortgage assistance in Section 6.

**** Include mortgage payments on all properties you own EXCEPT your principal residence and the property for which you are seeking mortgage assistance in Section 6.

Required Income Documentation (Your servicer may request additional documentation to complete your evaluation for MHA)	
All Borrowers	<input type="checkbox"/> Include a signed IRS Form 4506-T or 4506T-EZ
<input type="checkbox"/> Do you earn a wage? Borrower Hire Date (MM/DD/YY) _____ Co-borrower Hire Date (MM/DD/YY) _____	<input type="checkbox"/> For each borrower who is a salaried employee or hourly wage earner, provide the most recent pay stub(s) that reflects at least 30 days of year-to-date income.
<input type="checkbox"/> Are you self-employed?	<input type="checkbox"/> Provide your most recent signed and dated quarterly or year-to date profit and loss statement.
<input type="checkbox"/> Do you receive tips, commissions, bonuses, housing allowance or overtime?	<input type="checkbox"/> Describe the type of income, how frequently you receive the income and third party documentation describing the income (e.g., employment contracts or printouts documenting tip income).
<input type="checkbox"/> Do you receive social security, disability, death benefits, pension, public assistance or adoption assistance?	<input type="checkbox"/> Provide documentation showing the amount and frequency of the benefits, such as letters, exhibits, disability policy or benefits statement from the provider and receipt of payment (such as two most recent bank statements or deposit advices).
<input type="checkbox"/> Do you receive alimony, child support, or separation maintenance payments?	<input type="checkbox"/> Provide a copy of the divorce decree, separation agreement, or other written legal agreement filed with the court that states the amount of the payments and the period of time that you are entitled to receive them. AND <input type="checkbox"/> Copies of your two most recent bank statements or deposit advices showing you have received payment. Notice: Alimony, child support or separate maintenance income need not be disclosed if you do not choose to have it considered for repaying your mortgage debt.
<input type="checkbox"/> Do you have income from rental properties that are not your principal residence?	<input type="checkbox"/> Provide your most recent Federal Tax return with all schedules, including Schedule E. <input type="checkbox"/> If rental income is not reported on Schedule E, provide a copy of the current lease agreement with bank statements showing deposit of rent checks.

SECTION 5: OTHER PROPERTIES OWNED

You must provide information about all properties that you or the borrower own, use, or plan your principal residence and that are not in your Section 502(c)(2) loan additional address disclosures.

Other Property #1

Property Address: _____ Loan ID Number: _____
 Servicer Name: _____ Mortgage Balance \$ _____ Current Value \$ _____
 Property is: ☐ Vacant ☐ Second or seasonal home ☐ Rented Gross Monthly Rent \$ _____ Monthly mortgage payment* \$ _____

Other Property #2

Property Address: _____ Loan ID Number: _____
 Servicer Name: _____ Mortgage Balance \$ _____ Current Value \$ _____
 Property is: ☐ Vacant ☐ Second or seasonal home ☐ Rented Gross Monthly Rent \$ _____ Monthly mortgage payment* \$ _____

Other Property #3

Property Address: _____ Loan ID Number: _____
 Servicer Name: _____ Mortgage Balance \$ _____ Current Value \$ _____
 Property is: ☐ Vacant ☐ Second or seasonal home ☐ Rented Gross Monthly Rent \$ _____ Monthly mortgage payment* \$ _____

* The amount of the monthly payment made to your lender – including, if applicable, monthly principal, interest, real property taxes and insurance premiums.

SECTION 6 OTHER PROPERTY FOR WHICH ASSISTANCE IS REQUESTED

(Complete this section ONLY if you are requesting mortgage assistance with a property that is not your principal residence.)

I am requesting mortgage assistance with a rental property. ☐ Yes ☐ NoI am requesting mortgage assistance with a second or seasonal home. ☐ Yes ☐ NoIf "Yes" to either, I want to: ☐ Keep the property ☐ Sell the property

Property Address: _____ Loan ID Number: _____

Do you have a second mortgage on the property? ☐ Yes ☐ No If "Yes", Servicer Name: _____ Loan ID Number: _____Do you have condominium or homeowner association (HOA) fees? ☐ Yes ☐ No If "Yes", Monthly Fee \$ _____ Are HOA fees paid current? ☐ Yes ☐ No

Name and address that fees are paid to: _____

Does your mortgage payment include taxes and insurance? ☐ Yes ☐ No If "No", are the taxes and insurance paid current? ☐ Yes ☐ No

Annual Homeowner's Insurance \$ _____ Annual Property Taxes \$ _____

If requesting assistance with a rental property, property is currently:

☐ Vacant and available for rent.

☐ Occupied without rent by your legal dependent, parent or grandparent as their principal residence.

☐ Occupied by a tenant as their principal residence.

☐ Other: _____

If rental property is occupied by a tenant: Term of lease / occupancy _____ - _____ / _____ / _____ Gross Monthly Rent \$ _____

MM / DD / YYYY MM / DD / YYYY

If rental property is vacant, describe efforts to rent property: _____

If applicable, describe relationship of and duration of non-rent paying occupant of rental property: _____

Is the property for sale? ☐ Yes ☐ No If "Yes", Listing Agent's Name: _____ Phone Number: _____List date? _____ Have you received a purchase offer? ☐ Yes ☐ No Amount of Offer \$ _____ Closing Date: _____

RENTAL PROPERTY CERTIFICATION

(You must complete this certification if you are requesting a mortgage modification with respect to a rental property.)

☐ By checking this box and initialing below, I am requesting a mortgage modification under MHA with respect to the rental property described in this Section 6 and I hereby certify under penalty of perjury that each of the following statements is true and correct with respect to that property:

1. I intend to rent the property to a tenant or tenants for at least five years following the effective date of my mortgage modification. I understand that the servicer, the U.S. Department of the Treasury, or their respective agents may ask me to provide evidence of my intention to rent the property during such time. I further understand that such evidence must show that I used reasonable efforts to rent the property to a tenant or tenants on a year-round basis, if the property is or becomes vacant during such five-year period.

Note: The term "reasonable efforts" includes, without limitation, advertising the property for rent in local newspapers, websites or other commonly used forms of written or electronic media, and/or engaging a real estate or other professional to assist in renting the property, in either case, at or below market rent.

2. The property is not my secondary residence and I do not intend to use the property as a secondary residence for at least five years following the effective date of my mortgage modification. I understand that if I do use the property as a secondary residence during such five-year period, my use of the property may be considered to be inconsistent with the certifications I have made herein.

Note: The term "secondary residence" includes, without limitation, a second home, vacation home or other type of residence that I personally use or occupy on a part-time, seasonal or other basis.

3. I do not own more than five (5) single-family homes (i.e., one-to-four unit properties) (exclusive of my principal residence).

Notwithstanding the foregoing certifications, I may at any time sell the property, occupy it as my principal residence, or permit my legal dependent, parent or grandparent to occupy it as their principal residence with no rent charged or collected, none of which will be considered to be inconsistent with the certifications made herein.

This certification is effective on the earlier of the date listed below or the date the RMA is received by your servicer

Initials: Borrower _____ Co-borrower _____

SECTION 7: DODD-FRANK CERTIFICATION

The following information is requested by the federal government in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203). You are required to furnish this information. The law provides that no person shall be eligible to begin receiving assistance from the Making Home Affordable Program, authorized under the Emergency Economic Stabilization Act of 2008 (12 U.S.C. 5201 et seq.), or any other mortgage assistance program authorized or funded by that Act, if such person, in connection with a mortgage or real estate transaction, has been convicted, within the last 10 years, of any one of the following: (A) felony larceny, theft, fraud, or forgery, (B) money laundering or (C) tax evasion.

I/we certify under penalty of perjury that I/we have not been convicted within the last 10 years of any one of the following in connection with a mortgage or real estate transaction:

- (a) felony larceny, theft, fraud, or forgery,
- (b) money laundering or
- (c) tax evasion.

I/we understand that the servicer, the U.S. Department of the Treasury, or their respective agents may investigate the accuracy of my statements by performing routine background checks, including automated searches of federal, state and county databases, to confirm that I/we have not been convicted of such crimes. I/we also understand that knowingly submitting false information may violate Federal law. This certification is effective on the earlier of the date listed below or the date this RMA is received by your servicer.

SECTION 8: INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the federal government in order to monitor compliance with federal statutes that prohibit discrimination in housing. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender or servicer may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, the lender or servicer is required to note the information on the basis of visual observation or surname if you have made this request for a loan modification in person. If you do not wish to furnish the information, please check the box below.

BORROWER		CO-BORROWER	
<input type="checkbox"/> I do not wish to furnish this information		<input type="checkbox"/> I do not wish to furnish this information	
Ethnicity:	<input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	Ethnicity:	<input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino
Race:	<input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White	Race:	<input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White
Sex:	<input type="checkbox"/> Female <input type="checkbox"/> Male	Sex:	<input type="checkbox"/> Female <input type="checkbox"/> Male
To be completed by Interviewer This request was taken by: <input type="checkbox"/> Face-to-face interview <input type="checkbox"/> Mail <input type="checkbox"/> Telephone <input type="checkbox"/> Internet		Name/Address of Interviewer's Employer	
Interviewer's Name (print or type) & ID Number			
Interviewer's Signature		Date	
Interviewer's Phone Number (include area code)			

SECTION 9: BORROWER AND CO-BORROWER ACKNOWLEDGEMENT AND AGREEMENT

1. I certify that all of the information in this RMA is truthful and the hardship(s) identified above has contributed to submission of this request for mortgage relief.
2. I understand and acknowledge that the Servicer, the U.S. Department of the Treasury, the owner or guarantor of my mortgage loan, or their respective agents may investigate the accuracy of my statements, may require me to provide additional supporting documentation and that knowingly submitting false information may violate Federal and other applicable law.
3. I authorize and give permission to the Servicer, the U.S. Department of the Treasury, and their respective agents, to assemble and use a current consumer report on all borrowers obligated on the loan, to investigate each borrower's eligibility for MHA and the accuracy of my statements and any documentation that I provide in connection with my request for assistance. I understand that these consumer reports may include, without limitation, a credit report, and be assembled and used at any point during the application process to assess each borrower's eligibility thereafter.
4. I understand that if I have intentionally defaulted on my existing mortgage, engaged in fraud or if it is determined that any of my statements or any information contained in the documentation that I provide are materially false and that I was ineligible for assistance under MHA, the Servicer, the U.S. Department of the Treasury, or their respective agents may terminate my participation in MHA, including any right to future benefits and incentives that otherwise would have been available under the program, and also may seek other remedies available at law and in equity, such as recouping any benefits or incentives previously received.
5. I certify that any property for which I am requesting assistance is a habitable residential property that is not subject to a condemnation notice.
6. I certify that I am willing to provide all requested documents and to respond to all Servicer communications in a timely manner. I understand that time is of the essence.
7. I understand that the Servicer will use the information I provide to evaluate my eligibility for available relief options and foreclosure alternatives, but the Servicer is not obligated to offer me assistance based solely on the representations in this document or other documentation submitted in connection with my request.
8. I am willing to commit to credit counseling if it is determined that my financial hardship is related to excessive debt.
9. If I am eligible for assistance under MHA, and I accept and agree to all terms of an MHA notice, plan, or agreement, I also agree that the terms of this Acknowledgment and Agreement are incorporated into such notice, plan, or agreement by reference as if set forth therein in full. My first timely payment, if required, following my servicer's determination and notification of my eligibility or prequalification for MHA assistance will serve as my acceptance of the terms set forth in the notice, plan, or agreement sent to me.
10. I understand that my Servicer will collect and record personal information that I submit in this RMA and during the evaluation process, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about my account balances and activity. I understand and consent to the Servicer's disclosure of my personal information and the terms of any MHA notice, plan or agreement to the U.S. Department of the Treasury and its agents, Fannie Mae and Freddie Mac in connection with their responsibilities under MHA, companies that perform support services in conjunction with MHA, any investor, insurer, guarantor, or servicer that owns, insures, guarantees, or services my first lien or subordinate lien (if applicable) mortgage loan(s) and to any HUD-certified housing counselor.
11. I consent to being contacted concerning this request for mortgage assistance at any e-mail address or cellular or mobile telephone number I have provided to the Servicer. This includes text messages and telephone calls to my cellular or mobile telephone.

The undersigned certifies under penalty of perjury that all statements in this document are true and correct.

Borrower Signature

Social Security Number

Date of Birth

Date

Co-borrower Signature

Social Security Number

Date of Birth

Date

HOMEOWNER'S HOTLINE

*If you have questions about this document or the Making Home Affordable Program, please call your servicer.
If you have questions about the program that your servicer cannot answer or need further counseling, you can call the Homeowner's HOPE™ Hotline at 1-888-995-HOPE (4673).*

The Hotline can help with questions about the program and offers free HUD-certified counseling services in English and Spanish.

888-995-HOPE
Homeowner's HOPE™ Hotline

NOTICE TO BORROWERS

Be advised that by signing this document you understand that any documents and information you submit to your servicer in connection with the Making Home Affordable Program are under penalty of perjury. Any misstatement of material fact made in the completion of these documents including but not limited to misstatement regarding your occupancy of your property, hardship circumstances, and/or income, expenses, or assets will subject you to potential criminal investigation and prosecution for the following crimes: perjury, false statements, mail fraud, and wire fraud. The information contained in these documents is subject to examination and verification. Any potential misrepresentation will be referred to the appropriate law enforcement authority for investigation and prosecution. By signing this document you certify, represent and agree that: "Under penalty of perjury, all documents and information I have provided to my Servicer in connection with the Making Home Affordable Program, including the documents and information regarding my eligibility for the program, are true and correct."

If you are aware of fraud, waste, abuse, mismanagement or misrepresentations affiliated with the Troubled Asset Relief Program, please contact the SIGTARP Hotline by calling 1-877-SIG-2009 (toll-free), 202-622-4559 (fax), or www.sigtar.gov and provide them with your name, our name as your servicer, your property address, loan number and the reason for escalation. Mail can be sent to Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L St. NW, Washington, DC 20220.

Beware of Foreclosure Rescue Scams. Help is FREE!

- There is never a fee to get assistance or information about the Making Home Affordable Program from your lender or a HUD-approved housing counselor.
- Beware of any person or organization that asks you to pay a fee in exchange for housing counseling services or modification of a delinquent loan.
- Beware of anyone who says they can "save" your home if you sign or transfer over the deed to your house. Do not sign over the deed to your property to any organization or individual unless you are working directly with your mortgage company to forgive your debt.
- Never make your mortgage payments to anyone other than your mortgage company without their approval.



HELP FOR AMERICA'S HOMEOWNERS.



Dodd-Frank Certification

The following information is requested by the federal government in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203). **You are required to furnish this information.** The law provides that no person shall be eligible to receive assistance from the Making Home Affordable Program, authorized under the Emergency Economic Stabilization Act of 2008 (12 U.S.C. 5201 *et seq.*), or any other mortgage assistance program authorized or funded by that Act, if such person, in connection with a mortgage or real estate transaction, has been convicted, within the last 10 years, of any one of the following: (A) felony larceny, theft, fraud or forgery, (B) money laundering or (C) tax evasion.

Borrower

- ☐ I have not been convicted within the last 10 years of any one of the following in connection with a mortgage or real estate transaction:
(a) felony larceny, theft, fraud or forgery,
(b) money laundering or
(c) tax evasion

Co-Borrower

- ☐ I have not been convicted within the last 10 years of any one of the following in connection with a mortgage or real estate transaction:
(a) felony larceny, theft, fraud or forgery,
(b) money laundering or
(c) tax evasion

In making this certification, I/we certify under penalty of perjury that all of the information in this document is truthful and that I/we understand that the Servicer, the U.S. Department of the Treasury, or their agents may investigate the accuracy of my statements by performing routine background checks, including automated searches of federal, state and county databases, to confirm that I/we have not been convicted of such crimes. I/we also understand that knowingly submitting false information may violate Federal law.

Borrower Signature

Date

Co-Borrower Signature

Date

Form 4506-T(Rev. September 2015)
Department of the Treasury
Internal Revenue Service**Request for Transcript of Tax Return**

- ▶ Do not sign this form unless all applicable lines have been completed.
 ▶ Request may be rejected if the form is incomplete or illegible.
 ▶ For more information about Form 4506-T, visit www.irs.gov/form4506t.

OMB No. 1545-1872

Tip. Use Form 4506-T to order a transcript or other return information free of charge. See the product list below. You can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Get a Tax Transcript..." under "Tools" or call 1-800-838-8948. If you need a copy of your return, use Form 4506, Request for Copy of Tax Return. There is a fee to get a copy of your return.

1a Name shown on tax return. If a joint return, enter the name shown first.	1b First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions)
2a If a joint return, enter spouse's name shown on tax return.	2b Second social security number or individual taxpayer identification number if joint tax return
3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code (see instructions)	
4 Previous address shown on the last return filed if different from line 3 (see instructions)	
5 If the transcript or tax information is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number.	

Caution: If the tax transcript is being mailed to a third party, ensure that you have filled in lines 6 through 9 before signing. Sign and date the form once you have filled in these lines. Completing these steps helps to protect your privacy. Once the IRS discloses your tax transcript to the third party listed on line 5, the IRS has no control over what the third party does with the information. If you would like to limit the third party's authority to disclose your transcript information, you can specify this limitation in your written agreement with the third party.

6 Transcript requested. Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request. ▶

a Return Transcript, which includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120-A, Form 1120-H, Form 1120-L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days	<input type="checkbox"/>
b Account Transcript, which contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 10 business days	<input type="checkbox"/>
c Record of Account, which provides the most detailed information as it is a combination of the Return Transcript and the Account Transcript. Available for current year and 3 prior tax years. Most requests will be processed within 10 business days	<input type="checkbox"/>
7 Verification of Nonfiling, which is proof from the IRS that you did not file a return for the year. Current year requests are only available after June 15th. There are no availability restrictions on prior year requests. Most requests will be processed within 10 business days	<input type="checkbox"/>
8 Form W-2, Form 1099 series, Form 1099 series, or Form 5498 series transcript. The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2011, filed in 2012, will likely not be available from the IRS until 2013. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 10 business days	<input type="checkbox"/>

Caution: If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all attachments.

9 Year or period requested. Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach another Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, you must enter each quarter or tax period separately.

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Caution: Do not sign this form unless all applicable lines have been completed.

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, at least one spouse must sign. If signed by a corporate officer, 1 percent or more shareholder, partner, managing member, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-T on behalf of the taxpayer. **Notes:** For transcripts being sent to a third party, this form must be received within 120 days of the signature date.

☐ Signatory attests that he/she has read the attestation clause and upon so reading declares that he/she has the authority to sign the Form 4506-T. See instructions.

Phone number of taxpayer on line 1a or 2a

Sign Here

Signature (see instructions)	Date
Title (if line 1a above is a corporation, partnership, estate, or trust)	
Spouse's signature	Date

For Privacy Act and Paperwork Reduction Act Notice, see page 2.

Cat. No. 37667N

Form **4506-T** (Rev. 9-2015)

Section references are to the Internal Revenue Code unless otherwise noted.

Future Developments

For the latest information about Form 4506-T and its instructions, go to www.irs.gov/form4506. Information about any recent developments affecting Form 4506-T (such as legislation enacted after we released it) will be posted on that page.

General Instructions

Caution: Do not sign this form unless all applicable lines have been completed.

Purpose of form. Use Form 4506-T to request tax return information. You can also designate (on line 5) a third party to receive the information. Taxpayers using a tax year beginning in one calendar year and ending in the following year (fiscal tax year) must file Form 4506-T to request a return transcript.

Notes: If you are unsure of which type of transcript you need, request the Record of Account, as it provides the most detailed information.

Tip. Use Form 4506, Request for Copy of Tax Return, to request copies of tax returns.

Automated transcript request. You can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Get a Tax Transcript..." under "Tools" or call 1-800-833-8345.

Where to file. Mail or fax Form 4506-T to the address below for the state you lived in, or the state your business was in, when that return was filed. There are two address charts: one for individual transcripts (Form 1040 series and Form W-2) and one for all other transcripts.

If you are requesting more than one transcript or other product and the chart below shows two different addresses, send your request to the address based on the address of your most recent return.

Chart for individual transcripts (Form 1040 series and Form W-2 and Form 1099)

If you filed an individual return and lived in:	Mail or fax to:
Alabama, Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or A.P.O. or F.P.O. address	Internal Revenue Service RAVS Team Stop 8718 AUSC Austin, TX 73301 512-460-2272
Alaska, Arizona, Arkansas, California, Colorado, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington, Wisconsin, Wyoming	Internal Revenue Service RAVS Team Stop 37106 Fresno, CA 93888 558-458-7227
Connecticut, Delaware, District of Columbia, Florida, Georgia, Maine, Maryland, Massachusetts, Missouri, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia	Internal Revenue Service RAVS Team Stop 8703 P-6 Kansas City, MO 64999 816-292-6102

Chart for all other transcripts

If you lived in or your business was in:	Mail or fax to:
Alabama, Alaska, Arizona, Arkansas, California, Colorado, Florida, Hawaii, Idaho, Iowa, Kansas, Louisiana, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or A.P.O. or F.P.O. address	Internal Revenue Service RAVS Team P.O. Box 8941 Mail Stop 6734 Ogden, UT 84409 801-820-6922
Connecticut, Delaware, District of Columbia, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, Wisconsin	Internal Revenue Service RAVS Team P.O. Box 145500 Stop 2800 F Cincinnati, OH 45250 859-668-3592

Line 1b. Enter your employer identification number (EIN) if your request relates to a business return. Otherwise, enter the first social security number (SSN) or your individual taxpayer identification number (ITIN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

Line 3. Enter your current address. If you use a P.O. box, include it on this line.

Line 4. Enter the address shown on the last return filed if different from the address entered on line 3.

Note: If the addresses on lines 3 and 4 are different and you have not changed your address with the IRS, file Form 8822, Change of Address, for a business address, file Form 8822-B, Change of Address or Responsible Party — Business.

Line 6. Enter only one tax form number per request.

Signature and date. Form 4506-T must be signed and dated by the taxpayer listed on line 1a or 2a. If you completed line 5 requesting the information be sent to a third party, the IRS must receive Form 4506-T within 120 days of the date signed by the taxpayer or it will be rejected. Ensure that all applicable lines are completed before signing.



You must check the box in the signature area to acknowledge you have the authority to sign and request the information. The form will not be processed and returned to you if the box is unchecked.

Individuals. Transcripts of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506-T exactly as your name appeared on the original return. If you changed your name, also sign your current name.

Corporations. Generally, Form 4506-T can be signed by: (1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer. A bona fide shareholder of record owning 1 percent or more of the outstanding stock of the corporation may submit a Form 4506-T but must provide documentation to support the requester's right to receive the information.

Partnerships. Generally, Form 4506-T can be signed by any person who was a member of the partnership during any part of the tax period requested on line 3.

All others. See section 6103(a) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

Note: If you are Heir at law, Next of kin, or Beneficiary you must be able to establish a material interest in the estate or trust.

Documentation. For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the letters testamentary authorizing an individual to act for an estate.

Signature by a representative. A representative can sign Form 4506-T for a taxpayer only if the taxpayer has specifically delegated this authority to the representative on Form 2848, line 6. The representative must attach Form 2848 showing the delegation to Form 4506-T.

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. You are not required to request any transcript; if you do request a transcript, sections 6103 and 6109 and their regulations require you to provide this information, including your SSN or EIN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506-T will vary depending on individual circumstances. The estimated average time is: Learning about the law or the form, 10 min.; Preparing the form, 12 min.; and Copying, assembling, and sending the form to the IRS, 20 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506-T simpler, we would be happy to hear from you. You can write to:

Internal Revenue Service
Tax Forms and Publications Division
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send the form to this address. Instead, see *Where to file* on this page.

**This is a "Sample" Hardship Letter.
This is to give you an idea what lender is looking for.**

You must write your letter out with details about your hardship.

You may also go to www.hardshipletters.org and they can assist you in writing the hardship letter

Your name
address
phone
Loan number
Company name
Address

To whom it may concern:

I, (your name), do herein request assistance in the form of a loan modification with a back payment and late fee waiver. Due to circumstances beyond my control I am unable to remain current on my mortgage payments to (your mortgage company). I am asking for your assistance so that I may resume payments on my home and prevent foreclosure.

Since (date problems began) I have sustained an increase in expenses (explain reason for increase) Since (date problem began) I have experienced a loss in (explain reason for decline in income). (date you became late on payments) I depleted all my resources and was unable to maintain my mortgage payment. I am requesting your assistance in saving my home from foreclosure. (Explain how you feel the adjustment will assist you in maintaining your home. Explain how long you feel your situation will last, and how and why you think it will improve in the future.)

State why you think it is in your and their best interest to work together on an agreement. Such as everyone's loss especially their financial loss if the home goes into foreclosure. I wish to work with you for the mutual benefit of keeping my home and making payments.

Sincerely, X

Revised 2.6.2013

Dated -

To whom it may concern

I do not pay HOA fees for my property.

Thanks,

Attachment 2

2. Forgiveness of any Outstanding Amounts. The Borrower's account is delinquent. While they are working to resolve these financial problems, the Borrower cannot make any large payments to make an account current once we reach a loan modification agreement. Thus, there are two choices in how to deal with the current past due balance: (a) add the amount into the loan, or (b) forgive the amount. As the first option would increase the principal balance, negating any efforts made to lower the balance pursuant to the first requested term of the loan modification, we are asking that you forgive this amount.

Accordingly, should you be willing to provide an offer for a loan modification agreement that represents a conscionable financing solution (principal of approximately six an interest rate of 2% per year for 30 years, and forgive any outstanding amounts owed), we are confident I will be able to comply with such requirements and continue to be a long standing customer in good standing.

Thank you for your prompt attention to this matter. We look forward to hearing from you.

Sincerely,

ATTACHMENT D

Print

<https://mg.mail.yahoo.com/neo/launch?.rand=2qcto140gugis>

Subject: Fw: Docs and/or forms for you to review and sign
 From: Genny Podolski [REDACTED]
 To: skartchner@consumerdefense.com;
 Date: Wednesday, August 24, 2016 10:34 PM

On Wednesday, August 24, 2016 10:26 PM, Genny Podolski [REDACTED] wrote:

Sue,
 I heard from Cameron James today, however, we have been playing phone tag. Sue, if you would, please call me this morning (Thurs), I still may want to stay with Consumer Defense.....but their are some things I do not understand, maybe Cameron James was going to explain once again, I don't know, haven't been able to touch base yet. In the meantime, hold off on the deletion of my file.....sorry, I'm such a pain.

Genny
 (860) 871-5964.

On Tuesday, August 23, 2016 8:18 PM, Genny Podolski [REDACTED] wrote:

Hi Sue,
 I know, I just don't know what to think anymore....I'm so confused! I want to do the right thing and just have this whole thing settled so I can go on with my life. I feel I should give SPS the chance to redeem themselves.....I'm so tired of having a low credit rating. I have managed to clear up a lot of expenses incurred during my late husbands sickness, have released 3 liens on my property. Geez, it's tough to be 71.

Thanks Sue,
 Genny Podolski

On Tuesday, August 23, 2016 8:47 PM, Sue Kartchner <skartchner@consumerdefense.com> wrote:

I have forwarded this to the General Manager.)

How telling it is that THE DAY the processing and defense team contact SPS they FINALLY reach out to you with an answer. I would also question how it is that they are going to be able to "lower your payment" if they keep your IR at 4.25%.

In the words of "Arte" Johnson from the Laugh-in days: "Very interesting" :)

Thank you,
 Sue Kartchner
 Senior Modification Advisor
 888-880-7487
 868-334-7255 Fax Number

Consumer Defense BBB A+ Rating: <http://www.bbb.org/us/ct/business-reviews/loan-modification/consumer-defense-llc-norwalk-ut-22310080>

On Tue, Aug 23, 2016 at 4:25 PM, Genny Podolski [REDACTED] wrote:
 August 23, 2016

SUBJECT: ON THIS DATE, AUGUST 23, 2016, I wish to Cancel my previous communication/contracts with Consumer Defense

Dear Sue,

I received a phone call from Select Portfolio Servicing (SPS) today informing me that my review is complete and it looks like I am going to receive a lower payment each month at 4.25% interest and there will be no Foreclosure Action now or in the future, as long as I make my lowered payments each month. I would very much like to see what SPS is offering since I have been working with them now for many years. Yes, I have had some communication problems with them but all in all the end results are in my favor.

Print

<https://mg.mail.yahoo.com/neo/launch?.rand=2qdto140gugis>

I know that I have signed the documents (Consumer Advocacy Agreement, Terms & Conditions, Borrowers Authorization Form and Payment Form), that you have sent me to bring Consumer Defense on board, however, I believe now that I have acted prematurely and wish to cancel any and all payments (first one is due September 1, 2016), paperwork, and contracts with Consumer Defense that I have submitted to you "IMMEDIATELY". On this day August 23, 2016... before my file is looked into and I am assigned a representative for further action by Consumer Defense, Thereby on this day August 23, 2016, I do not wish to further any actions or services thru and by Consumer Defense.

While you Sue have been extremely helpful and I did enjoy talking with you as you explained and summarized what Consumer Defense does; at present for me, it would be starting over with submission(s) upon submission, and the stress of paperwork once again... and frankly I can not handle it. At this point I feel confident that Select Portfolio is handling my situation in a timely manner and a resolution is has been reached, as they have in the past been true to their word. In the future I certainly plan on looking into VA once I make my payments faithfully each month for a year. At this point I have decided to stay with SPS.

Thank you once again Sue for informing me of Consumer Defense and what they do and I will keep you in mind if there is further need for your company's services. If you would, I would appreciate that my Bank Information provided to you be "shredded" so as to not have it get into wrong hands and all of a sudden see a withdrawal in my account on September 1, 2016. Please I don't need any more problems. I trust that all Contracts and Bank Card Information submitted to you for Consumer Defense action be deleted/shredded or disposed of in a timely fashion as I have requested.

Very truly yours,

Genevieve M Podolski

On Tuesday, August 23, 2016 12:39 PM, Sue Kartchner <info@maiderthebarpost.com> wrote:

DOCUMENTS FOR YOUR REVIEW / SIGNATURE

Sue Kartchner Has Sent You A Document To Review / Sign

1) Please sign and/or review the attached documents THE P ASSWORD TO OPEN THIS LINK IS [REDACTED]

2) Below you will see link(s) to important documents that you can click to open, review, and sign. Please click the link(s) and follow the instructions below.

RE: [REDACTED], TOLLAND, CT. [REDACTED]

Click here to sign the CD - Payment Form.

Instructions: On opening the PDF, you will be asked to enter an 4 character password.

Your password consists of the last 4 letters of your social security number. For example, if the SSN in your file is 312-11-2356, then the password is 2356. If no social security number was provided, then the password is 0000.

Note: Only the "signer" and "co-signer" will have active links to start the E-sign process.

Regards,
Sue Kartchner

Print

<https://mg.mail.yahoo.com/neo/launch?.rand=2qdto140gugis>

Email: skaritchner@consumerdefense.com

if you would like to unsubscribe and stop receiving these emails [click here.](#)

ATTACHMENT E

Subject: List of documents & forms and information still needed.....

From: Vince Salas (vsalas@consumerdefense.com)

To: [REDACTED]

Date: Monday, October 17, 2016 12:27 PM

Dear Ms. Genevieve Podolski,

Here are a list of documents & forms and information still needed:

- : QWR (Quality Written Request) signature page form
- : 4506-T form
- : Copies of your 2015 Tax Returns with the W2s
- : 2 most recent Bank Statements – *Copy of All Pages, even if they are blank!*
- : 2 most recent Household-Utility Bills – *It can be an Electric Bill or Gas Heating Bill, Telephone or Cell Phone Bill, Cable or Satellite Bill or Credit Card Bill, etc that has your actual property address on the bill statements just as it's showing the same actual property address on your mortgage lender statement (We cannot accept Water-Sewer-Garbage Bill).*
- : Two months / 60 days of your most recent work check stubs. Anything of most recent income verification that is coming in that you are receiving such as Pension, Workman's Compensation income or Social Security income, Rent income, Self-Employment income or any other recent income information you are receiving.
- : 2 most recent Bank Statements – *Copy of All Pages, even if they are blank!*
- : Your most recent Mortgage Statement
- : Declaration page of Homeowners Insurance – (*if not escrowed*)
- : Recent Property Tax Statement – (*if not escrowed*)

"Please return all the financial information, attached documents & forms, etc within 48 hours if possible, so I am able to get started on your Modification to be sent to our Negotiator for review. Other documents may be asked later on as needed as we keep in contact with you. It is imperative that we receive these documents in a timely manner in order to facilitate your modification. If process takes longer than 30 days-Updated income verification, bank statements and household-utility bills needs to be submitted monthly."

Please make note of my contact information below.
Contact information for Consumer Link:

Assigned Processor – Vince Salas – 801-386-5100 EXT 205 Email Address: vsalas@consumerdefense.com
Office Manager - Bobbi Collins – 801-386-5100 EXT 203
Supervisor - Brianne Whitmire – 801-386-5100 EXT 233 Email Address: bwhitmire@consumerdefense.com
Billing Dept. – Alli Parkinson - 801-938-8066.
Fax – 888-224-6524 (*to fax all documents & forms, financial information, private information, etc.*)
Hours of operation Monday-Friday 8:00AM-4:00PM (M.S.T.)

If you have any questions or information, feel free to contact us.
Our office is open between 8am and 4pm (Mountain Standard Time)

--Thank you and have a great day.

*--Vince Salas
Processor*

Consumer Link

200 S. Virginia

8th Floor

Reno, NV 89501

801-938-7117

888.224.6524 FAX

Hours of operation Monday-Friday 8:00AM-4:00PM (MST)

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Attachments

- QWR Sig Page.pdf (343.00KB)
- 4506-T.pdf (52.67KB)

Print

<https://mg.mail.yahoo.com/neo/launch?.rand=4cld3fh566trt>

Subject: Follow up on the documents we have not yet received from you.

From: Vince Salas (vsalas@consumerdefense.com)

To: [REDACTED]

Date: Friday, November 4, 2016 3:28 PM

DOCUMENT FOLLOW UP

Hello Ms. Genevieve Podolski,

I wanted to follow up on the documents we have not yet received from you.

Please read all the information carefully. CHECK YOUR INBOX & YOUR SPAM FOR ANY OF OUR EMAILS BEING SENT TO YOU!

Below are attached Documents, Financial Information, etc that are needed:

- **Copy of your Social Security Award Letter from 2015.** *(If you do not have a copy of your Social Security Award Letter for 2015, you can get a copy of it online at www.ssa.gov or call Toll Free at 1-800-772-1213)*
- **Copies of 2 months / 60 days of your most recent Work Pay Stubs.**

(The ones we received are not clear to read. Please re-send them and make sure they are clear and easy to read. Anything of most recent income that is coming in that you are receiving from your work occupation or other recent income coming in such as Pension,

Print

<https://mg.mail.yahoo.com/neo/launch?.rand=4cld3fh566trt>

Unemployment income, Workman's Compensation income or Social Security income, Alimony income, Rent income, Self-Employment income, Retirement Income or any other recent income information you are receiving.)

Once we receive everything, then we can move you to Negotiations (with the Negotiations Department) and get started on the Modification process. Please return all the requested items within 48 hours if possible so I am able to get started on your application for modification. Make sure you have the correct mortgage company's name and the correct Loan Number. ***Keep in mind, other documents may be asked later on if needed as we keep in contact with you from our Processing Department. It is imperative that we receive these documents and information in a timely manner in order to facilitate your modification. If the process takes longer than 30 days, then we will need updated income verification, bank statements, household-utility bills, etc will need to be submitted monthly.***

Please make note of my contact information below.
Contact information for **Consumer Link:**

Assigned Processor – Vince Salas – 801-386-5100 EXT 205 Email
Address: vsalas@consumerdefense.com
Office Manager - Bobbi Collins – 801-386-5100 EXT 203
Supervisor - Brianne Whitmire – 801-386-5100 EXT 233 Email Address:
bwhitmire@consumerdefense.com
Billing Dept. – Alli Parkinson - 801-938-8066.
Fax – 888-224-6524 *(to fax all documents & forms, financial information, private information, etc.)*
Address to send documents – 8180 South 700 East, Suite 110, Sandy, UT 84070
Hours of operation Monday-Friday 8:00AM-4:00PM (M.S.T.)

--Thank you and have a great day.

--Vince Salas

Print

<https://mg.mail.yahoo.com/neo/launch?.rand=4cld3fn566trt>

***Processor
Consumer Link
200 S. Virginia
8th Floor
Reno, NV 89501
801-938-7117
888.224.6524 FAX
Hours of operation Monday-Friday 8:00AM-
4:00PM (MST)***

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FAX COVER SHEET

November 4, 2016

TO: Vince Salas, Assigned Processor, EXT 205

PAGES: ~~10 including Cover~~

13 Including Cover.

Enclosed is all that I have received from Social Security to date. I have included all pages, Walter Podolski (Deceased 2/2/15), Genevieve Podolski. Also, all information of me filing for Widower's Benefits after Walter's death and all communication that transpired at that time.

I will not receive another Social Security Award Letter until (usually) January, 2017.

Please be advised that I will need you to send me a Paid Envelope so I may mail my Pay Stubs, since your Faxing is not clearly received. As I told you, I no longer work at Lowe's, Manchester, CT since July, 2016. Also all communications I have received from Select Portfolio recently will be also included in envelope.

Thank you

Genevieve Podolski



ATTACHMENT F

Print

<https://mg.mail.yahoo.com/neo/launch?.rand=3cqvrascjmac#1921771331>

Subject: SUBMITTED TO NEGOTIATIONS

From: Brianne Whitmire (bwhitmire@consumerdefense.com)

To: [REDACTED]

Date: Friday, December 2, 2016 4:22 PM

Genevieve,

I did want to shoot you a quick email letting you know that I have submitted your file to negotiations. Your new point of contact in our office is Mia Apcho you can call her at 888.980.7317 ext 224 and email her at mapcho@consumerdefense.com. She will be following up with you every 5-7 business days.

I want to wish you the best of luck moving forward.

--

--

--Thanks

--Brianne Whitmire

Negotiator

Consumer Link

200 S. Virginia

8th Floor

Reno, NV 89501

888.980.7317 EXT 233

888.224.6524 FAX

Hours of operation Monday-Friday 8:00AM-4:00PM (MST)

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ATTACHMENT G

Print

<https://mg.mail.yahoo.com/neo/launch?.rand=3cqvrascjmac#7344795514>

Subject: Update

From: Mia Apcho (mapcho@consumerdefense.com)

To: [REDACTED]

Date: Wednesday, January 4, 2017 6:07 PM

Hello Genevieve,

This email is to inform you that I contacted your lender today and your file is moving forward in the review process. At this time, no more documents are being requested. I will follow up with you again next week.

If you have any questions or concerns please do not hesitate to contact me.

Sincerely,

Mia F. Apcho
Negotiator

Consumer Link
200 S. Virginia, 8th Floor
Reno, NV 89501
Phone: 888.980.7317 ext. 224
Fax: 888.224.6524
Email: mapcho@consumerdefense.com
Hours of Operation: Monday-Friday 8:00 AM - 4:00 PM (MST)

Billing Department
Phone: 801-938-8066

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--

If you have any questions or concerns please do not hesitate to contact me.

Sincerely,

Mia F. Apcho
Negotiator

Consumer Link
200 S. Virginia, 8th Floor
Reno, NV 89501
Direct Extension: 801-386-5100 ext. 224
Address to send documents: 8180 S. 700 E. Ste. 110, Sandy, UT 84070
Main Phone: 888-980-7317
Fax: 888.224.6524
Email: mapcho@consumerdefense.com
Hours of Operation: Monday-Friday 8:00 AM - 4:00 PM (MST)

Billing Department
Phone: 801-938-8066

ATTACHMENT H

3

SPS | **SELECT**
Portfolio
SERVICING, inc.

January 19, 2017

Feb 13.

Final Result.



GENEVIEVE PODOLSKI
ESTATE OF WALTER PODOLSKI



Customer Name(s):

GENEVIEVE PODOLSKI
ESTATE OF WALTER PODOLSKI

Account Number:
Property Address:



Dear Customer(s):

Select Portfolio Servicing, Inc. (SPS), the mortgage servicer on the above referenced account, has performed an evaluation of all loss mitigation options available to you and has made a decision, as outlined below. SPS conducts its reviews in accordance with applicable laws and investor eligibility rules. SPS is committed to a policy of nondiscrimination in all aspects of its servicing program.

Loss Mitigation Program Decision

Congratulations! You have qualified for and we are pleased to offer you a Repayment Plan. This program is intended to help you avoid foreclosure or other legal action. Attached you will find the terms and conditions of our approval along with instructions to accept the offer. It is important that you read it carefully and comply with the terms outlined in the agreement. If after reading through the terms and conditions of the offer you find that you are unable to meet the requirements, or you have further questions, please contact SPS.

The approved option must be accepted by February 12, 2017, or we will consider the offer rejected. Please note that if you do not accept this offer by the due date listed above, you may lose your opportunity to participate in these options now and in the future.

Non-Home Retention Options

You may also be eligible for non-home retention options. Our approval of these non-home retention options is conditioned upon our receipt of information that may not be in your possession (e.g., appraisal or title search) that is necessary to establish the specifics of the offer. Depending on what the documents show, the specific option may not be available.

Short Sale. If you are interested in selling your property but owe more than your home is worth, a short sale may be an option. In a short sale, SPS allows you to sell the mortgaged property and pay off your mortgage account for an amount which is less than the outstanding balance, interest and fees. Approval for this option is conditioned upon receipt of required documentation, investor, and/or mortgage insurer approval, if required, and evaluation of the amount being presented for pay off of the outstanding lien. If you are interested in this option and have a current purchase offer on your home, please contact us immediately. If you are interested in selling your home, but need assistance in finding an experienced real estate agent to assist you, SPS can refer you to an agent in your area. Please contact one of our representatives at the number below for more information.



4

[REDACTED]

Deed In Lieu of Foreclosure. With a deed in lieu, you agree to transfer the title or ownership of your property to the owner or servicer of your mortgage in order to avoid foreclosure sale and satisfy all or a portion of the mortgage debt. The amount of debt satisfied by this transfer of ownership is based on the approved value of your home. In some cases, you may be responsible for a remaining balance of the mortgage debt over and above the approved value. This option is conditioned upon receipt of required documentation, investor and/or mortgage insurer approval, if required, and the ability to provide title to the property clear of all other liens.

As stated, these options have different requirements and guidelines, and not all accounts will qualify. Moreover, some of these options may offer financial assistance for your relocation. Please contact SPS for more detail.

Regulatory Notice of Non-Approval

Even though you are approved for a Repayment Plan, federal law requires us to disclose the programs for which you have been reviewed, but not approved, or are otherwise ineligible for review. All program(s) below are the program(s) for which you were denied and the specific reason for non-approval. These denials are based on the criteria where your account did not pass the program eligibility requirements; we did not consider other criteria regarding ineligibility as part of our decision.

- **SPS Trial Modification**

Investor/Guarantor Not Participating.

Pursuant to the servicing agreement governing this account, the owner of your mortgage has a right of approval and has denied this program based on a business decision.

- **Deferral Plan**

Delinquency Exceeds Maximum Plan Length

Based on the delinquency of your account, this option is not available at this time.

Right to Appeal

You have the right to appeal any non-approval by providing a written explanation of why you believe our determination was incorrect, along with all supporting evidence, within thirty (30) days of the date of this letter to:

Select Portfolio Servicing, Inc.
PO Box 65277 Salt Lake City, UT 84165-0277
Relationship.Manager@SPServicing.com

You have thirty (30) calendar days from the date of this notice to contact SPS to discuss the reason for non-approval. **No foreclosure sale will be conducted and you will not lose your home during this 30-day period or any longer period required for us to review supplemental material you may provide in response to this notice.** If a foreclosure sale has already been scheduled we will instruct our attorney to file a motion to postpone such sale. It is possible however that a court will deny the motion and the sale will proceed. If that happens we will be unable to provide loss mitigation.

Notice of Error or Information Request

If you believe there has been an error with the account or you require additional information, you may send a written Notice of Error or Information Request. All Notices of Error or Information Requests must be sent in writing to the address listed below, as this is our exclusive address under Federal Law for these matters. If you send your correspondence to any other address, it may not be processed in accordance with Federal law.

Select Portfolio Servicing, Inc.
PO Box 65277 Salt Lake City, UT 84165-0277

Contact Us

If you have any questions, your assigned Relationship Manager, Veronica Cortez, can be reached toll free at 888-818-6032 Ext. 37446 or by email at Relationship.Manager@SPServicing.com.

5

[REDACTED]

At SPS, any of our trained servicing representatives can assist you with answers to your questions about the status or history of your account, document requirements, or any of our available loan resolution options. If you have any questions or concerns, please contact our Loan Resolution Department. Our toll-free number is 888-818-6032, and representatives are available Monday through Thursday between the hours of 8 a.m. and 11 p.m., Friday from 8 a.m. to 9 p.m., and Saturday from 8 a.m. to 2 p.m., Eastern Time.

If you would like to speak with a HUD approved counselor, call the Homeowner's HOPE™ Hotline 888-995-HOPE (4673). The Homeowner's HOPE™ Hotline offers free HUD-certified counseling services and is available 24/7 in English and Spanish. Other languages are available by appointment.

Sincerely,

Select Portfolio Servicing, Inc.

Esta carta contiene información importante concerniente a sus derechos. Por favor, traduzca esta carta. Nuestros representantes bilingües están a su disposición para contestar cualquier pregunta. Llámenos al número 800-831-0118 y seleccione/marque la opción 2.

This communication from a debt collector is an attempt to collect a debt and any information obtained will be used for that purpose.

**Minnesota - This collection agency is licensed by the Minnesota Department of Commerce
New York City - Collection Agency License # 1170514**

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Bureau of Consumer Financial Protection, 1700 G Street NW., Washington, DC 20552.





January 19, 2017

6

REPAYMENT PLAN

UNAFFORDABLE

Re: Customer Name(s): GENEVIEVE PODOLSKI
 ESTATE OF WALTER PODOLSKI
 Account Number: [REDACTED]
 Property Address: [REDACTED]

Dear Customer(s):

Select Portfolio Servicing, Inc. (SPS), the servicer on the above referenced account, is pleased to inform you that you have been approved for a temporary repayment plan to assist you in making payments against the lien on the above-referenced property. The terms of this repayment plan, which are detailed below, include the payment amounts and steps necessary for you to bring your account contractually current.

Plan Payments

Your trial Plan payments will take the place of your normal monthly mortgage payments during the term of the Plan. You must make each of the below-listed payments by or before the listed due dates, or this Plan will be canceled. Your Plan payments and due dates are as follows:

Payment	Due Date	Amount
Payment 1	02/12/2017	\$2,546.80
Payment 2	03/12/2017	\$2,546.80
Payment 3	04/12/2017	\$2,546.80
Payment 4	05/12/2017	\$2,546.80
Payment 5	06/12/2017	\$2,546.80
Payment 6	07/12/2017	\$2,546.80
Payment 7	08/12/2017	\$2,546.80
Payment 8	09/12/2017	\$2,546.80
Payment 9	10/12/2017	\$2,546.80
Payment 10	11/12/2017	\$2,546.80
Payment 11	12/12/2017	\$2,546.80
Payment 12	01/12/2018	\$2,546.80
Balloon Payment	02/12/2018	\$224.16

Form of Payment

You must make your first payment on or before the due date by certified funds. Certified funds include, Western Union Quick Collect (code city Oswald), cashier's check, money order or wire transfer (contact SPS for wire instructions). Subsequent payments must be made on or before the applicable due date and can be made by personal check, EZ pay via telephone or SPS's website, or by certified funds. Please send payments to:

PO Box 65450 Salt Lake City, UT 84165-0450



7

Application of Payments

Payments made under this Plan will be applied to amounts due and past due on your account as necessary to bring your account contractually current. Please note that if your taxes or insurance increase during the term of this Plan, you will be required to pay the amount of any such increase in addition to the amounts set forth above. Otherwise, an escrow shortage may result. Funds may be held in a non-interest bearing account until they total an amount that is enough to pay the oldest delinquent monthly payment.

If you receive a payment increase notice due to an adjustable or step rate change, you will need to include the increase in future forbearance payments based on the payment change effective date; otherwise the account may not be current at the end of the plan or the balloon amount may increase.

Plan Term

This Plan becomes effective as of the date that you have made the First Payment shown above. This Plan will terminate upon SPS receiving the final Balloon payment before the end of the last day of the month in which it is due. Failure to make any of the specified payments in full, by the due date, will also result in the termination of this Plan.

If you are unable to pay the balloon payment before the end of the month in which it is due, please contact us to discuss additional options to resolve the remaining delinquency.

Forbearance

Upon plan acceptance, SPS will not proceed to foreclosure sale or commence foreclosure proceedings on the above-referenced property, provided that you are making timely payments in compliance with the terms of this Plan. We may commence foreclosure proceedings or commence a sale of the property if you do not comply with the terms and conditions of this Plan.

If you are unable to pay the balloon payment before the end of the month in which it is due, please contact us to discuss additional options to resolve the remaining delinquency.

Terms Not Modified

All terms and conditions of the current mortgage documents pertaining to this account remain in full force and effect, and you agree to comply with those terms and conditions. However, during the term of the Plan you may make the Plan payment instead of the payment required under your mortgage documents. Nothing in the Plan shall be understood or construed to be a satisfaction or release, in whole or in part, of any obligations under the mortgage documents.

Delinquent Taxes and Insurance

You agree to pay any and all delinquent property taxes relating to the real property and provide proof of such payment to SPS prior to the date that the final payment is due under this Plan. You also agree to provide proof of hazard insurance coverage (and, where required, proof of flood insurance coverage) for the real property and deliver such proof of insurance to SPS prior to or on the due date of your first payment. If you fail to provide proof of insurance, SPS may, pursuant to applicable law and SPS policies, purchase insurance on the real property, in which case you agree to repay SPS for such insurance.

You may have entered into a separate advance repayment plan regarding delinquent taxes and insurance. If so, it is possible that the term of that advance repayment plan will extend beyond the term of this Plan, and accordingly, you will continue to make payments under the advance repayment plan as required.

Credit Reporting

During the Plan term, we will continue to report the loan to credit reporting agencies according to the payments due under your current loan documents. If your account is currently past due, you will continue to be reported as past due. The Plan may adversely impact your credit rating if you pay less than your current contractual payment. However, our credit report will acknowledge that you are paying under an agreed Plan.

Questions?

8

#

Your assigned Relationship Manager, Veronica Cortez, can be reached toll free at 888-818-6032 Ext. 37446 or by email at Relationship.Manager@SPServicing.com.

At SPS, any of our trained servicing representatives can assist you with answers to your questions about the status or history of your account, document requirements, or any of our available resolution options. If you have any questions or concerns, please contact our Loan Resolution Department. Our toll-free number is 888-818-6032, and representatives are available Monday through Thursday between the hours of 8 a.m. and 11 p.m., Friday from 8 a.m. to 9 p.m., and Saturday from 8 a.m. to 2 p.m., Eastern Time.

If you would like to speak with a HUD approved counselor, call the Homeowner's HOPE™ Hotline 888-895-HOPE (4673). The Homeowner's HOPE™ Hotline offers free HUD-certified counseling services and is available 24/7 in English and Spanish. Other languages are available by appointment.

Sincerely,

Select Portfolio Servicing, Inc.

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**Minnesota - This collection agency is licensed by the Minnesota Department of Commerce
New York City - Collection Agency License # 1170514**



ATTACHMENT I



Page 1

Statement Date
09/30/16

Previous Statement
08/31/16

Account Number

GENEVIEVE S PODOLSKI



All Transactions by Date
Date Description

Amount

Balance

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09/02 DBT Purchase PREFERRED LAW,
PREFERRED LAW, PLL 801-913-5504 UT

974.00-



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----- Continued on next page -----



Page 1

GENEVIEVE S PODOLSKI
[REDACTED]
TOLLAND CT [REDACTED]

Statement Date
11/30/16

Previous Statement
10/31/16

Account Number

All Transactions by Date
Date Description

Amount

Balance

11/02 DBT Purchase PREFERRED LAW,
PREFERRED LAW, PLL 801-913-5504 UT

974.00-

----- Continued on next page -----



Page 1

GENEVIEVE S PODOLSKI
[REDACTED]
TOLLAND CT [REDACTED]

Statement Date
10/31/16

Previous Statement
09/30/16

Account Number

All Transactions by Date
Date Description

Amount

Balance

A large rectangular area of the document is completely redacted with heavy black noise, obscuring the transaction details for the majority of the page.

10/04 DBT Purchase	PREFERRED LAW,	974.00-
	PREFERRED LAW, PLL 801-913-5504 UT	

A second large rectangular area of the document is completely redacted with heavy black noise, obscuring the transaction details for the remainder of the page.

----- Continued on next page -----



Page 1

GENEVIEVE S PODOLSKI
[REDACTED]
TOLLAND CT [REDACTED]

Statement Date
12/31/16

Previous Statement
11/30/16

Account Number

All Transactions by Date
Date Description

Amount


Balance

12/02 DBT Purchase PREFERRED LAW, PLLC 974.00-
PREFERRED LAW, PLLC 801-913-5504 UT US

12/31 DBT Purchase PREFERRED LAW, PLLC 297.00-
PREFERRED LAW, PLLC 801-938-8066 UT US

----- Continued on next page -----

PX11 - 57


[Help](#)
[Welcome, GENEVIEVE S. BOONICK](#)
[Printer Friendly](#)

[Accounts](#) [Transfer](#) [Pay Bills](#) [Spending](#) [Member Services](#) [eStatements](#) [Open An Account](#) [Borrow Money](#)

Accounts & Account Activity

Mobile Banking with TOUCH ID *Simple. Secure. For banking on-the-go.*

Pending Transactions [Help](#)

Download For: [Spreadsheet](#)

Date	Type	Description	Amount	Balance
12/1/2017	Opening			100.00
12/15/2017	Deposit	100.00	100.00	200.00
12/20/2017	Withdrawal	50.00	50.00	150.00
12/25/2017	Deposit	75.00	75.00	225.00
12/31/2017	Balance			225.00

No transactions to be displayed.

Account History [Help](#)

Account History.

Show: ☐ All ☐ 30 Days ☐ 60 Days ☐ 90 Days ☐ 120 Days ☐ 180 Days ☐ Other

Show Only: Any type of transaction

Description:

Check Number:**Amount****To:**

Clean

Download For: [Spreadsheet](#) [Money](#) [Quicken](#) [Quicken Web Connect](#)

Date ↑	Description	Withdrawals	Deposits	Balance
--------	-------------	-------------	----------	---------

Account Details [Help](#)

Account Nickname:

Account Name:**Account Number:**

Last Deposit Amount:

Last Deposit Date:

Last Interest Affidavit:

Last Interest Paid Date:

Quick Links

Add Payee

Make a Transfer:

Make a Payment

[View Demo](#)

Current Rates

Contact Us

**REFINANCE
AUTO LOAN
DRIVE home
serious SAVINGS**

Feedback

EXHIBIT 12

DECLARATION OF STEFAN PRINCE

**DECLARATION OF STEFAN PRINCE
PURSUANT TO 28 U.S.C. §1746**

I, Stefan Prince, make the following statement:

1. I am a citizen of the United States and am over eighteen (18) years of age. I live in Macon, Georgia. I am currently employed as an aircraft mechanic. I have personal knowledge of the facts stated herein.
2. In or around late 2015, my mortgage lender had been sending me letters threatening foreclosure. I had applied for a modification twice with my mortgage lender, but the modification packages they presented to me would have increased my monthly payments. As a result, I was looking for help with obtaining a mortgage modification that would lower my monthly payments so that I could continue to stay in my home. I did an online search for home loan modification lawyers, and entered my information into a website. I received a phone call from a company called Preferred Law.
3. The Preferred Law representative I spoke with asked me some questions about my mortgage and financial situation. After I gave him this information, the representative told me that I could avoid foreclosure if I worked with Preferred Law. He said that my new monthly payment would be approximately \$950, including taxes. This would have been a lower monthly payment than what I was currently making. The representative said that these results were guaranteed.
4. The representative said that Preferred Law would handle all communication with my mortgage lender, and that Preferred Law worked with my mortgage lender frequently. The representative also told me that I should not have any contact with my mortgage lender going forward, and that Preferred Law would send my mortgage lender an order so that they would not contact me.

5. The Preferred Law representative said that it would cost approximately \$3,000 to sign up with Preferred Law, split up into monthly payments of about \$600.
6. I told the representative I would need to think about whether to sign up with Preferred Law. Over the next few days, the same representative called me roughly 20 times. I called the Preferred Law representative back after a few days and asked him whether the monthly payment terms he mentioned would be the best-case scenario that Preferred Law could obtain for me. He told me that these results were guaranteed because I was already approved for Preferred Law's program. As a result, I decided to sign up with Preferred Law.
7. Preferred Law sent me a packet of paperwork. I filled out all of the paperwork and provided all of the documentation Preferred Law requested. The paperwork Preferred Law sent me to fill out appeared to be the same mortgage modification application I had completed when I had applied for modifications on my own.
8. Approximately a month after I signed up with Preferred Law, I made my first payment of approximately \$600. Despite what the Preferred Law representative had said, I continued to receive calls from my mortgage lender. I emailed Preferred Law to ask why my mortgage lender continued to call me. A representative of Preferred Law told me that I should not worry and that Preferred Law would take care of everything.
9. After I had made about two payments, Preferred Law presented me with a modification package. On or around December 30, 2015, I received an email from Alli Parkinson, whose signature identified her as a negotiator for American Home Loan Counselors. Alli's email said that my lender had approved me for a modification with a monthly payment of \$1,208.31. On or around January 7, 2016, I replied to Alli's email that the

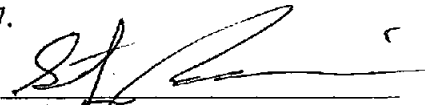
proposed payment was higher than my mortgage payment at the time, and said that I thought I was going to get a lower interest rate. Alli responded to my email that payment terms and interest rates could go up or down with a modification. I wrote back to Alli that when I agreed to become a client of Preferred Law, I was told by a representative that the modification would lower my monthly payment to \$950. I said that I had even clarified with the representative at the time that this payment was guaranteed. Alli responded that the representative I initially spoke with should not have made promises to me about lowering my payments because Preferred Law could not guarantee that result. In her email, Alli stated that there was absolutely no way to predict what my payment would be. Alli said that some of her past clients chose not to accept a mortgage modification offer, and then upon re-applying for a modification found out that they either did not qualify for anything else and had turned down their one and only shot at a modification, or qualified only for a modification with significantly worse terms. I replied to Alli's email that I never would have signed up with Preferred Law if I had not been told that the payment terms were guaranteed. Alli said that the advisor who made the initial representations, Prince Griffith, did not work for the same company as she did. Alli said that Prince had worked for a separate company called Modification Review Board ("MRB") that referred clients to her company, and to her knowledge, he was no longer working for MRB. Until I received that email, I did not know a separate company called MRB existed and was under the impression that I had only been working with one company. I replied to Alli's email that I was very upset with the situation and asked who I could speak with. Alli gave me the telephone number of her supervisor, Bobbi Collins,

but said that Bobbi was frequently unable to answer the telephone. A true and correct redacted copy of this email exchange is attached to this Declaration as *Attachment A*.

10. I called Bobbi two or three times and left voicemail messages, but I never received a response.
11. At around the same time as the January 2016 email exchange with Alli, I complained to Preferred Law that the only thing they seemed to be doing was having me fill out the same modification paperwork I had sent to the bank when I applied for modifications on my own. Very soon after I raised this issue, Preferred Law withdrew my next monthly payment about a week before it was scheduled to be taken out.
12. After I found out that Preferred Law would not be able to deliver the services they promised, I asked them for a refund and told them to stop working on my case. Preferred Law denied my refund request.
13. On or around January 17, 2016, I filed a complaint with the Better Business Bureau. Preferred Law responded to my complaint, saying that there was no guarantee they would be able to obtain specific results and that I still owed Preferred Law money for the work done on my behalf.
14. Some time later, my mortgage lender foreclosed on my home.
15. Preferred Law did not prevent the foreclosure of my home or lower my mortgage payments. I never spoke with an attorney. All Preferred Law did was make me fill out the same paperwork that I had submitted when I had previously attempted to apply for a modification and charge me \$1,200 in fees.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 24 day of July, 2017.


Stefan Prince

Attachment A

From: Stefan Prince
To: Feldstein, Elizabeth
Subject: Fwd: Re: Modification
Date: Sunday, April 30, 2017 8:27:29 PM

----- Forwarded message -----

From: "Alana Parkinson" <aparkinson@preferredlawteam.com>
Date: Jan 7, 2016 12:22 PM
Subject: Re: Modification
To: "Stefan Prince" <[REDACTED]>
Cc:

My supervisor is Bobbi Collins. You can reach her at 801-386-5100 ext 203. She is frequently unable to answer, but if you leave her a message, she will get back to you.

On Thu, Jan 7, 2016 at 10:21 AM, Stefan Prince <[REDACTED]> wrote:

How do I contact your supervisor?

On Jan 7, 2016 12:11 PM, "Alana Parkinson" <aparkinson@preferredlawteam.com> wrote:
I'm not really sure what you're wanting resolved. I understand that you're upset, but there is no one who can change what was offered by your lender. If you can explain what you're wanting resolved, I can try and direct you to someone, but I'm really not sure who to direct you to as what is offered is out of our hands.

On Thu, Jan 7, 2016 at 9:41 AM, Stefan Prince <[REDACTED]> wrote:

I'm very upset with this situation. who can I speak with to resolve this issue?

On Jan 7, 2016 11:30 AM, "Stefan Prince" <[REDACTED]> wrote:

Yes that was his name.

On Jan 7, 2016 11:28 AM, "Alana Parkinson" <aparkinson@preferredlawteam.com> wrote:

I'm not familiar with anyone by that name. Your adviser was Price Griffith, so I'm not sure if that's who you mean, but none of the advisers work for the same company I do, they work for Modification Review Board, and refer people over to us. To my knowledge Price is no longer employed with them.

On Thu, Jan 7, 2016 at 9:22 AM, Stefan Prince <[REDACTED]> wrote:

I just am having a hard time understanding why I was lied to. I would have never became a client of your law firm if I wasn't told it was a sure thing. Chris Prince is the person that told me all of this. Does he work for your firm?

On Jan 7, 2016 11:17 AM, "Alana Parkinson" <aparkinson@preferredlawteam.com> wrote:

I can't advise on any conversation you had with anyone else as I was not a part of it, but that is not correct. There is absolutely no way to predict what you

payment will be. That is just not how it works.

In order to qualify for a modification, you have to meet guidelines of your lender, investor, and the program itself. There are also guidelines for how they are able to modify your loan when you do qualify for a particular program. Your lender and investor do not publish their guidelines, nor would they publish the guidelines for any programs that are specific to them, so there is not any way at all that we could predict what your payment would be with any sort of accuracy.

If you happen to qualify for multiple programs, they approve you for the program that helps you most financially. It is 100% up to you if you want to accept the offer for modification or not, but you do need to be aware that it is entirely possible that this is the only program that you qualify for, and if you choose not to accept it, it is taken entirely off the table and will not be offered again. I have had several clients who have chosen not to accept an offer, and then reapplied to find out that they do not qualify for anything else and turned down their one and only shot at a modification. I have also had clients who have chosen not to accept an offer, and then reapplied and wound up with a modification offer that was far worse for them financially, because as I'd said above, they do approve you for the program that helps you most financially of any programs you are able to qualify for. Like I said, it is entirely your decision to make, but I do want you to be aware of the risks involved if you choose not to accept the modification offer.

On Thu, Jan 7, 2016 at 9:09 AM, Stefan Prince <[REDACTED]> wrote:

So this is the only offer that I'm am going to get? Because I was told when I agreed to become a client of your law from that my house payment would be 950. I asked him if it was best case scenario and he told me no that is the payment I will have

On Jan 7, 2016 11:04 AM, "Alana Parkinson" <aparkinson@preferredlawteam.com> wrote:

A modification is not a new loan, it changes the terms of your original loan in order to bring you current and allow you to remain in your home. That is all that is guaranteed. Payments, interest rates, nothing is guaranteed with those. They could go up, go down, or stay exactly the same.

On Thu, Jan 7, 2016 at 7:51 AM, Stefan Prince <[REDACTED]> wrote:

Yes the monthly payment is 1208. That is more then I was paying before. I thought I was going to get a new loan with a lower interest rate

On Dec 30, 2015 1:21 PM, "Alana Parkinson" <aparkinson@preferredlawteam.com> wrote:
Hi Stefan,

I just received word from your lender that they have approved you for a

modification. There are documents being sent to you that have the details of the approval and the modification itself, which will need to be signed, notarized, and returned in order to accept the modification. As the documents are being sent to you, I don't have all of the details, but I do want to give you the details that I was able to get over the phone.

The modification you were approved for is offered by the Department of Agriculture. It does not have trial payments that need to be made, but rather goes straight into the modification as soon as you sign and return the documents. The first payment is due on 03/01/2016, and is in the amount of \$1208.31.

I don't have any other information at this time, but it should be contained in the documents which are en route to you. If you have any questions, please send me a copy of the documents so we can go through them together.

Have a great day!

--Thanks

--Alli Parkinson
Negotiator
American Home Loan Counselors

8180 S 700 E #110
Sandy UT 84070

801.386.5100 EXT 235
888.224.6524 FAX

Hours of operation Monday-Friday 9:00-5:00 (MST)

--Thanks

--Alli Parkinson
Negotiator
American Home Loan Counselors

8180 S 700 E #110
Sandy UT 84070

801.386.5100 EXT 235

888.224.6524 FAX

Hours of operation Monday-Friday 9:00-5:00 (MST)

--

--Thanks

--Alli Parkinson

Negotiator

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--

--Thanks

--Alli Parkinson

Negotiator

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8180 S 700 E #110

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--

--Thanks

--Alli Parkinson

Negotiator

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8180 S 700 E #110

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--

--Thanks

--Alli Parkinson

Negotiator

American Home Loan Counselors

8180 S 700 E #110

Sandy UT 84070

801.386.5100 EXT 235

888.224.6524 FAX

Hours of operation Monday-Friday 9:00-5:00 (MST)

EXHIBIT 13

DECLARATION OF LORI SCHULZ

**DECLARATION OF LORI SCHULZ
PURSUANT TO 28 U.S.C. §1746**

I, Lori Schulz, make the following statement:

1. I am a U.S. citizen over the age of 18 residing in Faribault, Minnesota. I have personal knowledge of the facts stated herein.
2. I am a registered nurse and a single mother of five children. I have been living in my home for 13 years.
3. In or around January 2016, I filed for Chapter 7 bankruptcy.
4. In or around November 2016, I was two payments behind on my mortgage and was looking for a way to lower my monthly mortgage payments. I tried to get a modification on my own, but my lender rejected my application because I had not reaffirmed my mortgage following my Chapter 7 bankruptcy filing.
5. I did some research online and consulted several websites, such as the government's Housing and Urban Development website, to find any resources that could help me with my mortgage. During my research, I somehow came across a website for a company called Consumer Defense and filled in my contact information so that someone could get in touch with me.
6. Shortly afterwards, I received a phone call from a representative named Devin Coonrod, who explained that Consumer Defense specialized in mortgage modifications. I explained my entire situation to him, telling him I had tried to get a modification on my own but that the lender had denied it because I had not reaffirmed my mortgage after I filed for bankruptcy.
7. In response, Devin assured me that Consumer Defense would successfully work out a modification. Devin said that Consumer Defense had special contacts with my

lender and would be able to lower my monthly payments. He even told me that he had a client who was about to be evicted from his home, but Consumer Defense was able to save it. When I asked him whether Consumer Defense could get a modification for me even though I had not reaffirmed my mortgage, Devin said it would not be a problem. Devin then told me to stop paying my mortgage lender while Consumer Defense was working out a modification.

8. I was initially skeptical of the promises Devin was making because it all sounded too good to be true. At the same time, money was tight and lowering my monthly payments could reduce that burden. I decided to trust that Consumer Defense would fulfill its promise to lower my monthly payments and agreed to enroll in the program.
9. On or around November 8, 2016, Devin emailed me the documents required to sign up with Consumer Defense. He sent me a payment form, consumer advocacy agreement, service guarantee agreement, welcome letter, and borrower's authorization. A true and correct redacted copy of this email and all attachments are attached to this declaration as **Attachment A**. The payment schedule in **Attachment A** shows that I was required to make three payments of \$1,300 to Consumer Defense, for a total of \$3,900.
10. I also submitted a hardship letter to Consumer Defense, in which I explained that I had not reaffirmed my mortgage.
11. On or around November 11, 2016, Devin emailed me to state that Consumer Defense would start working on my case "immediately." Devin also wrote, "I want you to know you are in good hands and I have personally already stopped 7 sale dates just this week." A true and correct redacted copy of this email is attached to this

declaration as **Attachment B**.

12. My case was transferred to Mayra Sanchez. I had difficulty reaching Mayra to make sure she received all of my documentation. On or around November 17, 2016, I emailed Devin so he could follow up with Mayra about my documentation. A true and correct redacted copy of this email to Devin is attached to this declaration as **Attachment C**.
13. After Consumer Defense received my first payment, it became even more difficult to get any updates or responses from Devin or Mayra. I kept trying to call Mayra for updates, but my calls and emails went unanswered.
14. On or around late December 2016, Mayra Sanchez notified me that my modification was denied because I had failed to reaffirm my mortgage. I was shocked and outraged by this response: I had provided this information to Consumer Defense from the outset and was assured that it would not be a problem.
15. At this point, I was even further behind on my mortgage payments, since I had stopped paying my mortgage to my lender, as Consumer Defense advised me to do.
16. In or around late December 2016, I sent many emails to Consumer Defense asking how to proceed now that my modification was denied. True and correct redacted copies of this correspondence are attached to this declaration as **Attachment D**.
17. On or around January 3, 2017, I finally received a reply from Mayra. She told me to contact the audit department for a refund. She said it would take 24-28 hours for the audit department to return my call. A true and redacted correct copy of this correspondence is attached to this declaration as **Attachment E**. I was upset with this response, because I have kids to feed and I could not afford to wait any longer to hear if I would receive a refund for the nearly \$2,000 dollars I had paid Consumer

Defense.

18. On or around January 5, 2017, I received an email from the audit department with a refund request form attached, which stated the audit process could take up to 30 days. A true and correct redacted copy of this email and all attachments are attached to this declaration as **Attachment F**.
19. A day or two later, I spoke on the phone with Bobbi Collins, a manager at Consumer Defense. I told her I needed my refund sooner, but her tone towards me was condescending and short-tempered. On or around January 6, 2017, I received an email from Bobbi in which she wrote that I “deserve a refund.” Bobbi also wrote that she could try to escalate my case to make the audit process go faster. A true and correct redacted copy of this correspondence is attached to this declaration as **Attachment G**. I was still upset and responded to Bobbi’s email by asking her to explain why my money was taken.
20. Bobbi replied to my email and criticized me for not carefully reading the fee agreement I had signed with Consumer Defense. She told me that my payments to Consumer Defense have “...nothing to do with paying for a modification. Your payments go towards other phases of our services which are again outlined in great detail in the fee agreement you signed stating you understood.” I found this ridiculous, since Consumer Defense provided absolutely no services to me. A true and correct redacted copy of this correspondence is attached to this declaration as **Attachment G**.
21. On or around January 9, 2017, I sent Jonathan Hanley an email with my banking information to speed up the refund process. Bobbi Collins provided me with Jonathan’s email address and I have since learned he is the owner of Consumer

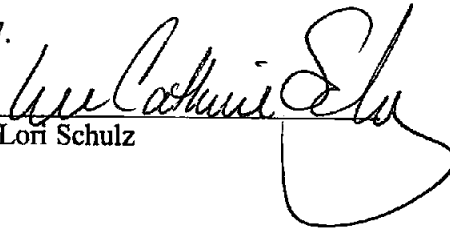
Defense. A true and correct redacted copy of this email is attached to this declaration as **Attachment H**.

22. I did not receive my refund, and I became so frustrated with Consumer Defense that I filed a complaint with the Minnesota Attorney General and the Federal Trade Commission. A true and correct redacted copy of my complaint to the Federal Trade Commission is attached to this declaration as **Attachment I**.
23. Several days went by, but I still had not received my refund. I was increasingly worried and emailed Jonathan. On or around January 13, 2017, Jonathan and I had an email exchange in which he wrote, "Your stand it's always easier to look for somebody to blame other than yourself but I really think you need to reflect accurately on this situation." He also incorrectly stated that I had lost my home at least one year before working with Consumer Defense. Lastly, he stated that reaffirmation of my home needed to occur six months after my bankruptcy filing. This was infuriating since I had repeatedly been told by Devin Coonrod this was not a problem. Jonathan Hanley said he would be, "Happy to issue the refund in full but I have to have the release based on the threats you made. I don't think that's unreasonable." The threats Jonathan Hanley referred to were my complaints to the Minnesota Attorney General and the Federal Trade Commission. I refused to sign a release. I was not going to let another hardworking family fall for this scam. A true and correct redacted copy of this correspondence is attached to this declaration as **Attachment J**.
24. That same day, I sent Jonathan another email informing him that I would not sign a release. A true and correct redacted copy of this email is attached to this declaration as **Attachment K**.

25. Jonathan never responded to my email. As a result, on or around January 16, 2017, I emailed him again, reaffirming that I would not sign a release and that I wanted my money back.
26. Jonathan replied that he would not refund the money without a release since I had “threatened a plethora of complaints.” He also wrote, “...to be completely honest you have no one to blame for the situation that you are in but yourself.” Lastly, Jonathan said he was going to block my email because I was starting to “harass” him. A true and correct redacted copy of this email is attached to this declaration as **Attachment L.**
27. My home of 13 years was subject to a short sale on March 9, 2017. I have tried to rent another home, but have been denied because of my bankruptcy. I realize now that I will probably never get my money back from Consumer Defense. My bank is also refusing to work with me. I do not know where my kids and I are going to live once we get kicked out of our home.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 12 day of June, 2017.


Lori Schulz

ATTACHMENT A

From: Lori Schulz
To: Yadoo, Jennifer
Subject: Fw: Loan modification docs (important) PRINT, SIGN, INITIAL, FAX OR SCAN BACK
Date: Tuesday, April 25, 2017 5:31:49 PM
Attachments: LORI SCHULZ.pdf

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Tuesday, November 8, 2016, 3:17 PM, Devin Coonrod <dcoonrod@consumerdefense.com> wrote:

Hello Lori,

It was nice speaking with you. I am happy we can help you with your situation. Attached are the documents that we need signed/initialed and either e-mailed or faxed back. Once we receive documents back we will send them to processing and then to your negotiator that will be in contact with you within 24 hours..

FAX 888.334.7255 or E-MAIL dcoonrod@consumerdefense.com

Thanks!

—
Devin Coonrod
Consumer Defense
Mortgage Relief Counselor
[\(801\) 878-6514](tel:(801)878-6514)
[\(888\) 980-7351](tel:(888)980-7351)
dcoonrod@consumerdefense.com
<http://attorneyloanmodifications.com/success-stories/>
<http://www.bbb.org/utah/business-reviews/loan-modification/consumer-defense-llc-in-sandy-ut-22310080/>



Consumer Defense

Payment Form

Consumer Defense, LLC Representative: Devin Coonrod

Client Information:

Name:

Phone:

E-mail:

Physical Address:

Billing Information:

Name on Card:

Card Type (circle): Visa, MasterCard, Discover

Card Number:

Expiration:

Code:

Billing Address:

Payment Schedule:

	Date	Amount
1	11/22/16	\$ 1300
2	12/22/16	\$ 1300
3	01/22/17	\$ 1300
	TOTAL	\$ 3900

Paid in Full: ☐ Yes ☐ No (explain) _____

Client's Signature:

Date: _____

Sign here ► _____

Page 1 of 1
Payment Form

Consumer Defense, LLC • 500 North Rainbow Blvd • Suite 300 • Las Vegas, NV 89107
Phone: (888) 980-7566 • Fax: (888) 334-7255 • www.consumerdefense.com

PX13 - 9



November 8, 2016

Lori Schulz
[REDACTED]
[REDACTED]

Re: Consumer Advocacy Agreement

Dear Lori,

Please find enclosed the "Terms and Conditions" governing the services provided through Consumer Defense, LLC.

	<i>Borrower</i>	<i>Co-Borrower (if any)</i>
Name(s)	_____	_____
Street Address	_____	_____
City, State, Zip	_____	_____
Phone Number	_____	_____
E-mail	_____	_____

I (We), the above-named Client(s), affirm that I (we) have received, read, and understand the "Terms and Conditions" provided below, and AGREE to the terms thereof.

Client:

Date: _____

Sign here ► _____

Client Name: _____

Co-Client:

Date: _____

Sign here ► _____

Client Name: _____

Page 1 of 5
Consumer Advocacy Agreement

Consumer Defense, LLC • 500 North Rainbow Blvd • Suite 300 • Las Vegas, NV 89107
Phone: (888) 980-7566 • Fax: (888) 334-7255 • www.consumerdefense.com

PX13 - 10

TERMS AND CONDITIONS

IN CONSIDERATION of the promises and covenants of the parties to this agreement (the "Agreement"), the above-named Client and co-Client(s) (collectively referred to as "Client"), Consumer Defense, LLC ("Consumer Defense"), and the other intended beneficiaries of this Agreement, hereby agree as follows:

1. **Scope of Services.** Client hereby appoints Consumer Defense to provide consumer home and loan management counseling and education, examine his or her federal rights, assist with document preparation, and continually cooperate with all services performed on Client's matter. The services and fees are set out in detail below and are billed on a monthly basis.

All state related matters related to Client's matter, if any, will be immediately forwarded, with Client's permission, to local counsel and will not be governed by the terms of this Agreement. Consumer Defense is not acting as Client's attorney in any capacity. Client acknowledges and agrees that Consumer Defense only provides consumer counseling, cooperates with, and educates Client with respect to various federal rights and protection identified under federal law, including the Equal Credit Opportunity Act (ECOA), Fair Credit Reporting Act (FCRA), Real Estate Settlement Procedures Act (RESPA) and the Truth In Lending Act (TILA), Making Home Affordable Program (MHA), Home Affordable Modification Program (HAMP), FHA-HAMP, Home Affordable Foreclosure Alternatives Program (HAFA), Home Affordable Refinance Program (HARP), Home Affordable Unemployment Program (UP), Second Lien Modification Program (2MP), Treasury/FHA Second Lien Program (FHA2LP), and other federally derived programs and laws. These services also include providing paperwork for Client's pro-se submission of any Qualified Written Request (completed by Client) pursuant to the TILA 15 U.S.C. § 1601, et seq., the Fair Debt Collection Practices Act (FDCPA) and RESPA, codified as Title 12 § 2605 (e)(1)(B) and Reg. X § 3500.21(f)2 of the United States Code. In accordance with state and federal law, Consumer Defense does NOT perform the following services: foreclosure rescue and prevention services, loss mitigation services, foreclosure consultation, loan modification assistance, debt negotiation or adjustment, or other state related relief. All home loan assistance, if any will be directed to Consumer Link, Inc. ("Consumer Link"), a nonprofit corporation, an alternative competent mortgage assistance relief service, a HUD approved housing counseling agency, or local counsel, which shall not be governed by the terms of this Agreement unless stated otherwise. There is no charge for this service.

Client agrees Consumer Defense may engage the service of, and release Client's financial and other confidential information to Consumer Link, local counsel, or a mortgage assistance relief service on behalf of Client as Consumer Defense deems necessary unless directed otherwise by Client in writing. Client acknowledges and agrees that Consumer Defense is an entirely separate entity from Consumer Link, Inc., HUD approved counseling agencies, and Client's local counsel. Client acknowledges and agrees that Consumer Defense shall not be governed by any promises or guarantees made by any other entity, and any claim by Client related to any purported promises or guarantees shall be directed to such other entity and not Consumer Defense.

2. **Payment for Services.** Client agrees to pay Consumer Defense on at least a monthly basis for services rendered. Client agrees to pay the total amount of \$3,900 in accordance with the fee schedule identified under "Payment Form." If Client continues using the services of Consumer Defense beyond the fee schedule,

Page 2 of 5
Consumer Advocacy Agreement

Client agrees to pay the continuity amount of \$297 per month until such time Consumer Defense's services are complete.

Borrower's Initials: _____

Co-Borrower's Initials: _____

10% Reduction of Principal Contingency Fee. If applicable under state law, Consumer Link, Inc. may at your discretion negotiate to reduce or discharge the secured debt including any second mortgage attached to your property. *Only if* Consumer Link, Inc. is successful and you agree to the lender's offer, you AGREE to pay a contingency fee to Consumer Link, Inc. or its assigns in the amount of 10% of the total debt forgiven as a result of the negotiation with respect to the property. This Debt Reduction Contingency Fee must be paid over a period not to exceed five years in equal monthly payments at 4% annual interest. Consumer Link, Inc. (and Consumer Defense, LLC) makes no guarantee, instruction, or claim regarding the potential tax consequences of debt forgiveness.

Borrower's Initials: _____

Co-Borrower's Initials: _____

3. **Litigation and Attorney Fees Not Included.** Unless otherwise agreed to in writing and signed by the parties, Consumer Defense will *not* be assisting, representing, or forming an attorney-client relationship with Client in any manner or capacity. Legal services shall NOT be covered by this Agreement and will be handled through local counsel only.
4. **Client's Obligations.** Client AGREES to the following:
 - a. Client shall immediately notify Consumer Defense or Consumer Link if Client receives telephone calls, e-mails or any other correspondence from his or her lender or lender's attorney(s). Client is free to communicate with his or her lender at all times.
 - b. Client shall provide both Consumer Defense and Consumer Link with accurate and current financial information and financial history as requested by either entity and shall cooperate with ongoing requests and shall communicate any material change of circumstances to Client. Client agrees to submit the completed Consumer Defense financial package within ten (10) days from the date of this Agreement (or such time frame agreed upon in writing between Client and Consumer Defense).
 - c. Client shall make all payments as detailed above and on the document titled "Payment Form." Client acknowledges that any rejected or delayed payments will result in a fee payable to Consumer Defense in the amount of \$25 for each NSF payment and a \$25 fee for payment rescheduling. No payment rescheduling shall be authorized within 5 days before the payment date. Client agrees to pay a late fee of \$50 for each payment not received within 30 days from the due date of the payment.
 - d. Client agrees that should Client use a credit card to pay for Consumer Defense's services, CLIENT AGREES NOT TO CHARGEBACK THE CARD for any reason. Client agrees that Consumer Defense makes NO GUARANTEE of services. In the event that Client breaches this provision and chargebacks his or her credit card, Client agrees that liquidated damages of \$250 shall be applied to Client's account in addition to all other remedies provided in this Agreement and under law. This amount represents a reasonable estimate of the costs involved in disputing a chargeback with the credit card company.

Page 3 of 5
Consumer Advocacy Agreement

5. **Withdrawal from Agreement.** Consumer Defense reserves the right to IMMEDIATELY withdraw from assisting Client (which shall include Consumer Link for purposes of this paragraph) or place Client's file on hold if, among other things, Client fails to honor the terms of this Agreement, including non-payment or untimely payment to Consumer Defense; failure to cooperate with or follow advice on a material matter, or if any fact or circumstance arises that would render continuing work unlawful or unethical. Upon withdrawal, Consumer Defense shall be entitled to any and all fees earned to that point, including fees necessary to close Client's account, and shall return any and all unearned fees to Client.
6. **Confidentiality.** Client agrees to not disclose to third parties, other than Client's attorney(s) or financial advisor(s), any information obtained from Consumer Defense, including the forms used in this transaction or other proprietary information obtained from Consumer Defense in the course of receiving service from Consumer Defense.
7. **No Guarantee of Success; No Warranty.** Client understands that Consumer Defense does NOT GUARANTEE that a foreclosure sale will be stopped or that Consumer Defense will otherwise help Client reach a desirable outcome through its educational program. Unless provided otherwise in writing, Client acknowledges that Consumer Defense has made no promises about the outcome and that any opinion offered by Consumer Defense or any other entity will not constitute a guaranty. Consumer Defense makes NO WARRANTY, express or implied, except as expressly stated in this Agreement. Client hereby expressly waives all warranties, express or implied, except as expressly stated in this Agreement.
8. **Limitation of Liability (Fee Paid); Single Defendant.** Subject to the arbitration and small claims provisions below, and notwithstanding any other provision, Client AGREES that any and all claims for damages by Client against Consumer Defense (which shall include for purposes of this paragraph Consumer Link and any other marketing or related entity) for any and all reasons whatsoever shall be strictly LIMITED only to the FEE paid by Client to Consumer Defense pursuant to this Agreement and Client agrees to only name Consumer Defense (and no other entity or other person) as the ONLY defendant. Notwithstanding any other provision, Client agrees to pay ALL attorney's fees by Consumer Defense, Consumer Link, or other related entity/person incurred in enforcing the terms of this provision.
9. **Amendments.** This Agreement, including all Addendums, may not be superseded, amended or added to except by a separate agreement in writing, signed by the parties hereto, or their respective successors-in-interest.
10. **Indemnity.** So far as permitted under law, Client agrees to indemnify and hold Consumer Defense (including Consumer Link and any other related entity or person) harmless from any and all liability, loss or expenses (including attorney's fees and costs) arising out of or relating to the real property identified herein, Client's lender arrangement, or the services provided by Consumer Defense for Client pursuant to this Agreement.
11. **Interpretation/Applicable Law/Venue.** This Agreement is made in the State of Nevada, and shall be construed pursuant to the laws of the State of Nevada, without reference to any conflict of laws provisions and/or procedures which may otherwise apply. Subject to the small claims court and arbitration provisions below, the parties to this Agreement (including Consumer Link or other related entity) further agree that the

Page 4 of 5
Consumer Advocacy Agreement

venue for the resolution of any dispute between the parties arising out of this Agreement shall be proper only in Clark County, Nevada.

12. **Collection.** Notwithstanding any other provision of this Agreement, should Client fail in any manner to timely pay Consumer Defense for its services as described in this Agreement and the document titled "Payment Form," Client AGREES to pay any and all attorney's fees and costs, incurred by Consumer Defense or any other authorized collection entity in collecting the same. Client AGREES that Consumer Defense or its authorized agent may use any and all personal, employment, financial, confidential, and other information supplied by Client to Consumer Defense, including information obtained from Client's lender(s), financial institution(s), family, etc., in pursuing collection against Client.
13. **Partial Invalidity.** If any court of competent jurisdiction holds any sentence, term, or provision of this Agreement to be illegal or invalid, said sentence, term, or provision shall be deemed to be severed and deleted; such deletion shall not affect the validity of the remaining terms and provisions of this Agreement.
14. **Small Claims Court and Arbitration.** Excluding collection proceedings against Client as described above, any and all disputes between the parties, including claims against Consumer Link and any other marketing or related company, *shall* be resolved by submission to and litigation in the SMALL CLAIMS DIVISION OF THE CLARK COUNTY JUSTICE COURT OF NEVADA. If for any reason the dispute is not within the jurisdiction of the Small Claims division of the Consumer Defense, then the dispute *shall* be resolved by *binding* arbitration in CLARK COUNTY, NEVADA, without appeal, and any award rendered thereunder may be entered in any court of competent jurisdiction. Excluding collection proceedings against Client as described above, the prevailing party shall NOT be awarded attorney's fees and costs.

CLIENT AGREES THAT THESE ARBITRATION TERMS SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (CODIFIED AT 9 U.S.C. § 1 ET SEQ.), WHICH PROVIDES FOR JUDICIAL FACILITATION OF PRIVATE DISPUTE RESOLUTION THROUGH ARBITRATION, AND CONSUMER DEFENSE (AND OTHER ENTITIES) AND CLIENT CAN PURSUE ALL REMEDIES AVAILABLE UNDER THE FEDERAL ARBITRATION ACT IN COMPELLING ARBITRATION.

15. **Entire Agreement.** This Agreement and any follow-on addendums, including Addendum A, constitute the entire agreement between the parties relating to the transactions contemplated hereby and all other prior or contemporaneous agreements, promises, claims, understandings, representations and statements, oral or written, are merged into this Agreement.

NOTICE TO CLIENT. Consumer Defense does not charge for loan modification or other related services. However, should any entity attempt to charge you for such services, please be aware that it is not necessary to pay a third party to arrange for a loan modification or other form of forbearance from Client's mortgage lender or servicer. Client may call his or her lender directly to ask for a change in loan terms. Nonprofit housing counseling agencies also offer these and other forms of Client assistance free of charge. A list of nonprofit housing counseling agencies approved by the United States Department of Housing and Urban Development (HUD) is available from a local HUD office or by visiting www.hud.gov. Consumer Defense is not associated with the government, and Consumer Defense's federal legal services have not been approved by the government or Client's lender. Client's lender may not agree to change Client's loan; and if Client stops paying Client's mortgage, Client could lose Client's home and damage Client's credit rating. Client acknowledges that Consumer Defense encourages Client to make timely mortgage payments at all times in accordance with Client's agreement with his or her lender.

Page 5 of 5
Consumer Advocacy Agreement



November 8, 2016

Lori Schulz
[REDACTED]
[REDACTED]

Re: Service Guarantee Agreement

Dear Lori,

Consumer Defense, LLC welcomes you. We hope to shortly assist you with submitting a Qualified Written Request and forwarding your file to Consumer Link, Inc. for processing. Our services are detailed in the "Consumer Advocacy Agreement" letter. Once all of your information and documentation is received, and unless you direct otherwise in writing, Consumer Link will initiate your modification services and will be your primary contact throughout the process.

Based on the past performance of Consumer Link and our knowledge of your factual situation, Consumer Defense hereby GUARANTEES that a modification or home foreclosure alternative pursuant to the HAFA program will be secured for you conditioned upon the following terms:

- ☐ You allow Consumer Link to process the modification and you promptly cooperate with Consumer Link and Consumer Defense at all times.
- ☐ All communications from your lender, if any, are immediately forwarded to Consumer Link.
- ☐ All documents will be submitted when requested by the deadlines given.
- ☐ There will be no significant changes to your current circumstances.
- ☐ All relevant information provided by you is entirely accurate and complete.
- ☐ All payments to Consumer Defense made on time per the payment schedule.
- ☐ Any and all disputes between the parties related to this agreement and Consumer Defense shall be governed by the terms of the "Consumer Advocacy Agreement."
- ☐ This agreement constitutes the entire agreement between the parties relating to the transactions contemplated hereby and all other prior or contemporaneous agreements, promises, claims, understandings, representations and statements, oral or written, are merged into this agreement.

Consumer Defense, LLC



FRIENDS OF

MAKING HOME AFFORDABLE

Consumer Defense, LLC • 500 North Rainbow Blvd • Suite 300 • Las Vegas, NV 89107
Phone: (888) 980-7566 • Fax: (888) 334-7255 • www.consumerdefense.com



November 8, 2016

Lori Schulz
[REDACTED]
[REDACTED]

Re: Welcome!

Dear Lori,

Thank you for choosing Consumer Defense, LLC as your consumer advocate. We are confident that our services will prove to be valuable to you and your household.

Enclosed you will find the following documents:

- ☐ Consumer Advocacy Agreement. This document, which you may have already received, outlines the "Terms and Conditions" associated with our limited advocacy services. Please read the agreement and sign on the final page.
- ☐ Financial Worksheet. This document is vital to getting your file submitted and processed through the nonprofit company. Please complete all financial information to the best of your ability. You will also need to submit various financials to your assigned representative from Consumer Link.
- ☐ Qualified Written Request. We assist you by submitting the Qualified Written Request signed by you. This Qualified Written Request helps to escalate your file to the appropriate representative and increases your chances of a successful resolution.
- ☐ Payment Form. The Payment Form, which you may have already received, identifies when your payments will be made, from which account, and the amount of each payment. We will follow this form. Please ensure the accuracy of the information thereon and remember the dates.
- ☐ Consumer Link "Non-profit Consumer Assistance" Letter. This letter identifies your assigned representative or processor. Although the processor may change, this individual will be your future contact. Please direct your communications to this individual who will be contacting you on a regular basis.
- ☐ Consumer Link "Borrower(s) Authorization." This will enable the nonprofit company to speak to your lender on your behalf and to frequently monitor your file.

Please fax or email all of the documents to: 888.334.7255 or dcoonrod@consumerdefense.com Thank you again for your business

Consumer Defense, LLC



Consumer Defense, LLC • 500 North Rainbow Blvd • Suite 300 • Las Vegas, NV 89107
Phone: (888) 980-7566 • Fax: (888) 334-7255 • www.consumerdefense.com

PX13 - 16



Consumer Link, Inc.
200 S. Virginia, 8th Floor
Reno, NV 89501
Phone: (888) 980-7317
Fax: (888) 224-6524

Borrower(s) Authorization

Date: _____ Account Number: _____

To: _____ (Name of First Lender)
 _____ (Address)

 _____ (City, State, Zip)

The undersigned borrower(s) do hereby appoint Consumer Link, Inc., acting by and through its employees, staff and agents, as the authorized agents of the undersigned and to negotiate and act on behalf of the undersigned with respect to avoiding foreclosure of the following real property:

_____ (Address of Property)
 _____ (City, State, Zip)

As necessary to carry out the above, Consumer Link, Inc., acting by and through its employees, staff and agents, are expressly authorized, on behalf of the undersigned, to:

1. Communicate with my creditors, home lender, and financial institutions to obtain any and all information regarding my accounts or debts that I may owe, including for example the account balances, payment history, verification of the account and any other information necessary to allow Consumer Link, Inc. to evaluate and formulate settlement, modification relief services, or payment offers on my behalf.
2. Make good faith settlement or payment offers on my behalf. This authorization shall expire six (6) months from the date above unless rescinded in writing prior to that date.

Borrower:

Co-Borrower:

Signature

Signature

Printed Name

Printed Name

Social Security Number

Social Security Number

Date of Birth

Date of Birth

Authorized REPRESENTATIVES of Consumer Link, Inc. that can be reached at (888) 980-7317: • Jonathan Hanley • Sandra Hanley • Bobbi Collins • Shannon Martinez • Rebecca Peace • Mia Apcho • Brianne Whitmire • Ali Parkinson • Ana Amaya • Cameron James

Authorization

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ATTACHMENT B

From: Lori Schulz
To: Yadoo, Jennifer
Subject: Fw: Paperwork
Date: Tuesday, April 25, 2017 5:32:49 PM

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Friday, November 11, 2016, 11:33 AM, Devin Coonrod <dcoonrod@consumerdefense.com> wrote:

Hello Lori,

We start working on the file immediately, as well as contact your lender. After the agreement docs are sent back to me I forward them over to your processor that will be in contact with you by Monday. Your processor will be giving you a welcome call and e-mail to go over the next items needed so we can start putting a packet together for your lender. I want you to know you are in good hands and I have personally already stopped 7 sale dates just this week.

On Fri, Nov 11, 2016 at 9:48 AM, Lori Schulz [REDACTED] wrote:
How long till you contact lender ? and besides paperwork filled out what more do you need ?

Sent from Yahoo Mail on Android

On Fri, Nov 11, 2016 at 8:54 AM, Devin Coonrod <dcoonrod@consumerdefense.com> wrote:

Hello lori,
Nothing upfront. Just the payments notated on the scheduled payment form.
That's it.

On Nov 11, 2016 7:07 AM, "Lori Schulz" [REDACTED] wrote:
How much do I need to pay upfront ?

Sent from Yahoo Mail on Android

—
Devin Coonrod

Consumer Defense

Mortgage Relief Counselor

(801) 878-6514

(888) 980-7351

dcoonrod@consumerdefense.com

<http://attorneyloanmodifications.com/success-stories/>

<http://www.bbb.org/utah/business-reviews/loan-modification/consumer-defense-llc-in-sandy-ut-22110080/>

ATTACHMENT C

From: Lori Schulz
To: Yadoo, Jennifer
Subject: Fw: ..
Date: Tuesday, April 25, 2017 5:33:21 PM

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Thursday, November 17, 2016, 6:28 PM, Devin Coonrod <dcoonrod@consumerdefense.com> wrote:

Hello,
I noticed some faxes that came in. I will email her when she gets in tomorrow. Let me know always if you can not get a hold of your processor or negotiator and I will send an email to help.

Thanks!

On Thu, Nov 17, 2016 at 4:29 PM, Lori Schulz [REDACTED] wrote:
I am having trouble getting response from Myra. I am trying to confirm she recieved documents..

Sent from Yahoo Mail on Android

--
Devin Coonrod
Consumer Defense
Mortgage Relief Counselor
(801) 878-6514
(888) 980-7351
dcoonrod@consumerdefense.com
<http://attorneyloanmodifications.com/success-stories/>
<http://www.bbb.org/utah/business-reviews/loan-modification/consumer-defense-lle-in-sandy-ut-22310080/>

ATTACHMENT D

From: Lori Schulz
To: Yadoo, Jennifer
Subject: Fw: Update
Date: Tuesday, April 25, 2017 5:38:21 PM

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Tuesday, December 27, 2016, 7:03 AM, Lori Schulz [REDACTED] wrote:

Looking for a update on situation. If this is not something That can be done thru you,
what happens to the money I've paid so far?

Sent from Yahoo Mail on Android

From: Lori Schulz
To: Yadoo, Jennifer
Subject: Fw: Update
Date: Tuesday, April 25, 2017 5:38:44 PM

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Wednesday, April 19, 2017, 10:57 AM, Lori Schulz <[REDACTED]> wrote:

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Thursday, December 29, 2016, 1:33 AM, Lori Schulz <[REDACTED]> wrote:

Please let me know what is happening with Affinity, and the answers to my previous questions. In the other emails I've sent. This is the 4th or 5th since that Friday and I've not once received a response.
Lori Schulz

Sent from Yahoo Mail on Android

On Wed, Dec 28, 2016 at 3:01 PM, Lori Schulz <[REDACTED]> wrote:

Sent from Yahoo Mail on Android

On Wed, Dec 28, 2016 at 2:26 PM, Lori Schulz <[REDACTED]> wrote:

I've sent several emails with no response.

Sent from Yahoo Mail on Android

From: Lori Schulz
To: Yadoo, Jennifer
Subject: Fw: Sad
Date: Tuesday, April 25, 2017 5:41:19 PM

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Thursday, December 29, 2016, 1:18 PM, Lori Schulz <[REDACTED]> wrote:

I told you in our initial communication that the bank would not modify my mortgage because it was not reaffirmed following bankruptcy. So all this time was wasted and I am out the money I sent

You, I could have come current with my retirement when I started working with you and you said no don't we can help you. Now there us no help and almost 2,000 of my money gone. Heartbroken literally.

Lori Schulz

Sent from Yahoo Mail on Android

ATTACHMENT E

From: Lori Schulz
To: Yadoo, Jennifer
Subject: Fw: Refund
Date: Tuesday, April 25, 2017 5:39:07 PM

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Wednesday, April 19, 2017, 10:56 AM, Lori Schulz <[REDACTED]> wrote:

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Thursday, January 5, 2017, 9:53 AM, Lori Schulz <[REDACTED]> wrote:

Sent from Yahoo Mail on Android

On Thu, Jan 5, 2017 at 9:51 AM, Lori Schulz
<[REDACTED]> wrote:

..

Sent from Yahoo Mail on Android

On Thu, Jan 5, 2017 at 9:48 AM, Lori Schulz
<[REDACTED]> wrote:

Its been 48 hours, Bobbi will not return a call either to answer questions. This is unprofessional, at this point fraudulent, and will be reported to attorney general. I have documentation of information Ive provided, and records of multiple attempts to obtain response to multiple questions regarding my money taken for from consumer defense who failed to note that I made it clear from the beginning that Affinity would not modify for me because of not reaffirmation following chapter 7, multiple times that was stated all to which ignored. Its documented and is consumer defense error..I have 5 children to support and this company is withholding money given for assistance that they couldn't provide from the beginning but stated they could. Please explain how this is not fraudulent, unjust,

unprofessional, and to me on the receiving end a nightmare... If you are unable to understand this from my perspective than it loss on my end. I will however go thru any legal channels I have to get every cent returned to me, that should have never been taken from the beginning and is documented to prove such..

Sent from Yahoo Mail on Android

On Tue, Jan 3, 2017 at 5:54 PM, Lori Schulz

<[REDACTED]> wrote:

No one will even say if I will see my money again..let a alone a refund in its entirety, your manager wont return phone calls, no one bit you has responded, but not about money. I made it clear from beginning I did not reaffirm the mortgage then 5 weeks into this and almost 2000.00 dollars the company acts as if this is the first knowledge of this and can't help me... I am sorry but I am semi-distraught..I was clear from the beginning and was horribly mislead and now no one will tell me indefinitely that my money will be returned in full.. this was error of consumer defense not mine, yet I am left to sit in anxiety and attempt to keep composure, while no one will give me a direct answer.

Sent from Yahoo Mail on Android

On Tue, Jan 3, 2017 at 5:03 PM, Mayra Sanchez

<msanchez@consumerdefense.com> wrote:

Hello Lori,

I do apologize it is taking a while for you to get the refund. The audit department are the only ones who have access to refunds. I know it is frustrating for you and I'm truly sorry. They will contact you within 24-48 business hours.

On Tue, Jan 3, 2017 at 3:59 PM, Lori Schulz

<[REDACTED]> wrote:

I cannot tell you how this is causing incredibly worry and anxiety that I cannot get a answer about my refund. Please step into my shoes for a moment and have some empathy.

Sent from Yahoo Mail on Android

On Tue, Jan 3, 2017 at 12:36 PM, Lori Schulz

<[REDACTED]> wrote:

Please ask the auditing department to call today, I should not have to wait 24-48 hours to know about my

money.

Please respond you've recieved this email

Sent from Yahoo Mail on Android

On Tue, Jan 3, 2017 at 9:29 AM, Mayra Sanchez
<msanchez@consumerdefense.com> wrote:

Hello Lori,

We have been out of the office since Friday and just returned today. I do apologize for the inconvenience. You will have to get in contact with the Audit department in regards to the refund. Their contact information is 801-386-5100 Ext 238 if they do not answer leave a voicemail and someone will respond to you.

Thank you

On Mon, Jan 2, 2017 at 10:00 AM, Lori Schulz
<[REDACTED]> wrote:

If I do not find resolution by tomorrow afternoon I will be seeking assistance from Attorney General. This should have been addressed immediately, the fact I have had to repeatedly email and call with zero response is asinine and speaks volumes of the company. Single mom of 5 sits in anxiety wondering if a lenny of money I entrusted your company with will be returned.

Sent from Yahoo Mail on Android

--
-- Mayra Sanchez
Processor
Consumer Link
200 S. Virginia
8th Floor
Reno, NV 89501
801-938-3816
888-980-8053
888.224.6524 FAX
Hours of operation Monday-Friday 8: 00AM-4:00PM (MST)

-- Mayra Sanchez
Processor
Consumer Link
200 S. Virginia
8th Floor
Reno, NV 89501
801-938-3816
888-980-8053
888.224.6524 FAX
Hours of operation Monday-Friday 8:00AM-4:00PM (MST)

ATTACHMENT F

From: Lori Schulz
To: Yadoo, Jennifer
Subject: Fw: Refund request forms
Date: Tuesday, April 25, 2017 5:40:42 PM
Attachments: Lori refund request.pdf

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Friday, January 6, 2017, 7:41 AM, Lori Schulz <[REDACTED]> wrote:

Sent from Yahoo Mail on Android

On Thu, Jan 5, 2017 at 1:42 PM, Audit Department
<auditdepartment@consumerdefense.com> wrote:

Lori,

Attached you will find the necessary forms that need to be filled out and returned on order to process your request. Once received we will conduct a full audit on your file regarding fees paid and work completed. The audit process can take up to 30 days to complete.

Please let us know if you have further questions at this time.

—

Regards,

Consumer Defense Audit Department
888-980-7519 Ext 238

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January 5, 2017

Lori Schultz
[REDACTED]
[REDACTED]

Re: Audit Request Form

Dear Sir or Madam:

You are receiving the attached "Audit Request Form" because you have contacted Consumer Defense, LLC to request the return of fees paid. In order to evaluate your request, we will need to perform an audit of your file with us and Consumer Link, Inc., your payment account history, and the written agreement between you and our office.

By filling out and returning the attached form, you confirm that you would like us to perform this audit and you also provide us with the information necessary to do so.

IMPORTANT NOTE IF THERE IS ONGOING WORK ON YOUR FILE:

If Consumer Defense, LLC and/or Consumer Link, Inc. is/are currently conducting ongoing work for you, all of these efforts will be immediately halted and your file put on hold upon receipt of this completed form. If you have concerns about the effect this could have on ongoing work, we encourage you to contact Consumer Defense, LLC and/or Consumer Link, Inc. before returning the completed form.

You agree that Consumer Defense, LLC and/or Consumer Link, Inc., including its/their owners, members, managers, representatives, agents, etc., will not be liable for any damages whatsoever related to the halting of all work on your file.

Please contact Consumer Defense, LLC if you have further questions.

Sincerely,
Consumer Defense, LLC



Consumer Defense

AUDIT REQUEST FORM

Please fill out the information below and submit the completed form by either mail or fax as indicated below. Once your form is received, your entire file will be reviewed after which you will be contacted with the results. We appreciate your business.

IMPORTANT NOTE IF THERE IS ONGOING WORK ON YOUR FILE:

If Consumer Defense, LLC and/or Consumer Link, Inc. is/are currently conducting ongoing work for you, all of these efforts will be immediately halted and your file put on hold upon receipt of this completed form. If you have concerns about the effect this could have on ongoing work, we encourage you to contact Consumer Defense, LLC and/or Consumer Link, Inc. before returning the completed form. You agree that Consumer Defense, LLC and/or Consumer Link, Inc., including its/their owners, members, managers, representatives, agents, etc., will not be liable for any damages whatsoever related to the halting of all work on your file.

Client Name: _____

Address: _____

Lender: _____

Total Amount Paid to Consumer Defense, LLC: \$ _____

Please note that if the payment(s) was drafted directly from your checking account, you must attach a copy of the bank statement(s) verifying that the deduction(s) of those funds from your account.

Reason for your request: _____

COMPLETE AND RETURN VIA MAIL OR FAX:

Mail: Consumer Defense, LLC
500 North Rainbow Blvd, Suite 500
Las Vegas, NV 89107
Fax: (888) 334-7255

Date: _____

Sign here ► _____

Client Name: _____

ATTACHMENT G

From: Lori Schulz
To: Yadoo, Jennifer
Subject: Fw: follow up
Date: Tuesday, April 25, 2017 5:48:48 PM

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Wednesday, April 19, 2017, 10:48 AM, Lori Schulz [REDACTED] wrote:

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Friday, January 6, 2017, 11:23 AM, Bobbi Collins <bcollins@consumerdefense.com> wrote:

Have you read the fee agreement you signed Lori. In this detailed document it will provide details as to why the fees are charged it has nothing to do with paying for a modification. Your payments go towards other phases of our services which again are outlined in great detail in the fee agreement you signed stating you understood. We understand you are requesting a refund and want to work on that for you. However if we can't process this request within company guidelines I cannot help.

I will again forward this over to my manager.

Thanks

Bobbi Collins
Manager



Consumer Defense
Consumer Link
AHLC

Phone: 801.386.5100 Ext 203

FAX 888.224.6524

Billing Department Ext 235

Hours of operation Monday-Friday 8:30 - 3:00 (MST)

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destroy all copies of the original message, including any attachments. Thank you.

On Fri, Jan 6, 2017 at 10:19 AM, Lori Schulz <[REDACTED]> wrote:

Unfortunately, many companies use half-truths and even outright lies to sell their services. They promise relief, but don't deliver. In fact, many of these companies leave their homeowner customers in worse financial shape.

The Federal Trade Commission (FTC), the nation's consumer protection agency, has a Rule in place to protect homeowners. The Mortgage Assistance Relief Services (MARS) Rule makes it illegal for companies to collect any fees until a homeowner has actually received an offer of relief from his or her lender and accepted it. That means even if you agree to have a company help you, you don't have to pay until it gets you the result you want.

If you're struggling to make mortgage payments or facing foreclosure, the FTC wants you to know how to recognize a mortgage assistance relief scam and exercise your rights under the new Rule. And even if the foreclosure process has already begun, the FTC and its law enforcement partners want you to know that legitimate options are available to help save your home.

Please explain to me why then my money was taken?
Sent from Yahoo Mail on Android

On Fri, Jan 6, 2017 at 10:15 AM, Bobbi Collins

<bcollins@consumerdefense.com> wrote:

Lori,

Lori,

I was forwarded a copy of the email below. As stated to you yesterday I agree you deserve a refund. So the fact you are stating I personally became short tempered with you is a little inaccurate on your part. I offered solutions to the problem letting you know I can overnight the documents or fax them for you, company policy states we need the request for refund filled out and returned. Again I am offering solutions to your frustration and am happy to escalate your concerns to seek resolution quicker than the typical 30 day turn around time.

Again I apologize you feel as though I was short tempered that was not my intention. I understand your frustration and want to help you seek resolution.

Thanks

Bobbi Collins
Manager



Consumer Defense
Consumer Link
AHLC

Phone: 801.386.5100 Ext 203

FAX 888.224.6524

Billing Department Ext 235

Hours of operation Monday-Friday 8:30 - 3:00 (MST)

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ATTACHMENT H

From: Lori Schulz
To: Yadoo, Jennifer
Subject: Fw: Account Info
Date: Tuesday, April 25, 2017 5:41:39 PM
Attachments: Screenshot_20161031-052603.png

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Monday, January 9, 2017, 1:12 PM, Lori Schulz <[REDACTED]> wrote:

Account Number
[REDACTED]

Routing Numbers
Direct Deposits, Electronic Payments
Wire Transfers – Domestic
[REDACTED]

could
ime

Show Transactions

Find Transactions

Show: All Transactions for 1

please note bottom routing number for wire transfers, this is the same account
consumer defense used to obtain the money as well.
Am I being charged any fee's on the end of Consumer Defense?

ATTACHMENT I

Print Record Details



PRINT

Consumer Sentinel Network Complaints

Record # 1 / Consumer Sentinel Network Complaints

Reference Number:	79537200	Originator Reference Number:	
Language:	English	Contact Type:	Complaint
Source:	Consumer	DNC?	No
Comments:	I reached out to company in attempts to find mortgage relief, at the time I was only 2 payments behind and able to come current on mortgage, I made attempts to modify my loan thru my mortgage company, but it was declined because I filed bankruptcy the previous year and the mortgage was not reaffirmed. I gave that information upfront to company before any money was sent or agreement to work with consumer defense, I was told by consumer defense that they could help, and that my bank was under legal obligations to help. I continued to default on loan and send required payments to consumer defense rather than my mortgage company, I was under false pretence that they were simply assisting me in a modification & legal rights. After over 6 weeks consumer defense tells me that they could not help because I did not reaffirm mortgage, all while this information was given to them consumer defense upfront and again in required Hardship letter. They refused to answer if my money would be returned, unanswered calls, emails. Now because of this my situation went from salvagable to grim, and enormous amount of additional accruing fee's because I trusted in good faith and their testimony they could help. myself and 5 children will now lose our home, when prior I could have maintained it. No accountability for damages, fee's for that matter if my money will be returned in full. I am beyond devastated and in crisis now. Other-Other Update		
Complaint disposition provided?:			
Complaint Disposition:			
Data Reference:			
Entered By:	FTCCIS-FTCUSER	Entry Date:	1/11/2017
Updated By:	CRSS/slyons1	Updated Date:	1/11/2017
Complaint Source:	FTC Mobile Complaint Assistant	Product Service Code:	Mortgage Modification\Foreclosure Relief
Amount Requested:		Amount Paid:	\$1,850.00
Payment Method:	Bank Account Debit	Agency Contact:	Mobile
Complaint Date:	1/11/2017	Transaction Date:	11/9/2016
Initial Contact:	I Initiated Contact	Initial Response:	
Statute/Rule:	FTC Act Sec 5 (BCP) Rule\Other	Law Violation:	Deception/Misrepresentation Other (Note the Violation in the Comment Field)
Topic:		Dispute with Credit Bureau?:	
Dispute with Credit Bureau - Responded?:		Dispute with Credit Bureau - Resolved to Satisfaction?:	
Member of armed forces or dependent?:	No	Cross Border Complaint?:	No
Consumer Information			
Consumer			

PX13 - 43

Print Record Details

Complaining Company/Org:			
First Name:	Lori	Last Name:	Schulz
Address 1:		Address 2:	
City:	Faribault	State:	Minnesota
Zip:		Country:	UNITED STATES
Home Number:		Cell Number:	
Work Number:		Ext:	
Fax Number:			
Email:		Age Range:	
Military Service Branch:		Soldier Status:	
Soldier Station:			
Subject			
Subject:	Consumer Defense	Normalized Name:	Consumer Defense
Address:	8180 700 E		
City:	Sandy	State/Prov:	Utah
ZIP:	84070-	Country:	United States
Email:		URL:	
Area Code:		Phone Number:	
Ext:		Subject ID Type:	
Subject ID Issuer State:		Subject ID Issuer Country:	
Representative Name:	John Hanley	Title:	General Manager

Provided by the Federal Trade Commission

ATTACHMENT J

●●●● T-Mobile Wi-Fi

2:08 PM

🔋 42%



Send

On Friday, January 13, 2017, 1:36 PM, Jonathan Hanley <jhanley@consumerdefense.com> wrote:

You were Discharged last March. Reaffirmation had to with occur six months after the filing. The only reason you were still in the house because the bank is not completed the foreclosure process - strongly encourage you to take advantage of while you were not paying to save money and prepare for the next steps in life.

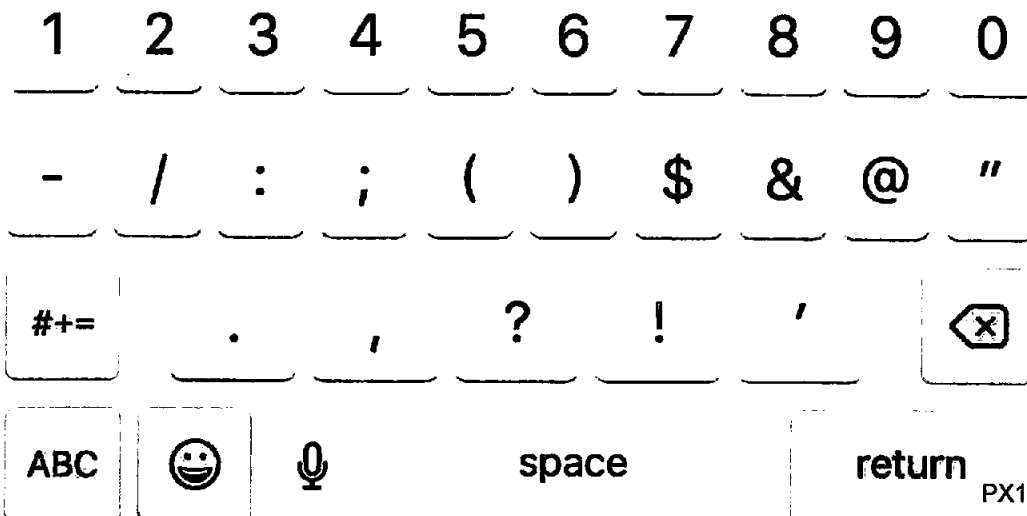
Happy to issue the refund in full but I have to have the release based on the threats you made. I don't think that's unreasonable.

On Jan 13, 2017, at 12:33 PM, Lori Schulz

[REDACTED] wrote:


Please answer my questions Mr.Hanley

Sent from Yahoo Mail on Android



●●○○○ T-Mobile Wi-Fi

2:08 PM

42% 

Send

Mr.Hanley

What was your point in stating "I officially lost
my home a year ago" what relevancy does this
have to anything?

Sent from Yahoo Mail on Android

On Fri, Jan 13, 2017 at 1:17 PM, Lori Schulz

 wrote:

Please let me know if my money will be
returned.

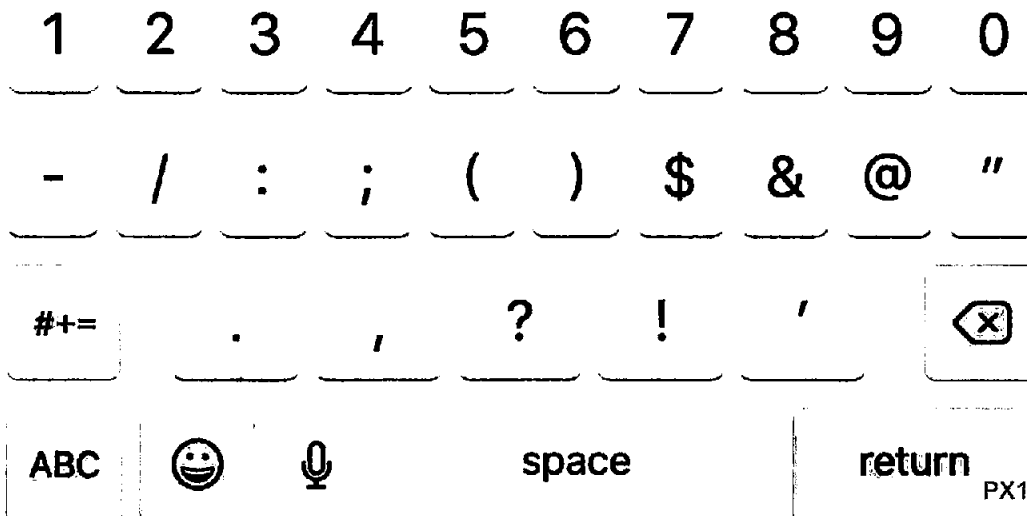
Sent from Yahoo Mail on Android

On Fri, Jan 13, 2017 at 12:47 PM,
Jonathan Hanley

<jhanley@consumerdefense.com>

wrote:

I don't understand why you're being so
difficult about this. You have officially



PX13 - 47

●●○○○ T-Mobile Wi-Fi

2:08 PM

🔋 42%



Send

Sent from Yahoo Mail on Android

On Fri, Jan 13, 2017 at 12:47 PM,
Jonathan Hanley
<jhanley@consumerdefense.com>
wrote:

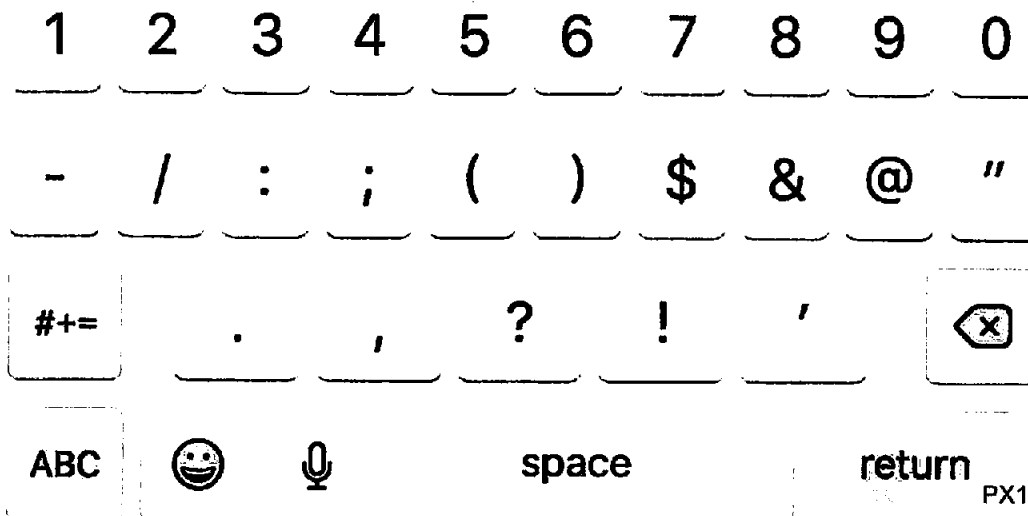
I don't understand why you're being so difficult about this. You have officially lost your home at least one year before you ever spoke with one person at our company.

Your stand it's always easier to look for somebody to blame other than yourself but I really think you need to reflect accurately on this situation.

On Jan 13, 2017, at 11:05 AM, Lori Schulz [REDACTED]
wrote:



Hi Jonathan, I am asking you to return my...



ATTACHMENT K

From: Lori Schulz
To: Yadoo, Jennifer
Subject: Fw:
Date: Tuesday, April 25, 2017 5:42:25 PM

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Friday, January 13, 2017, 3:03 PM, Lori Schulz [REDACTED] wrote:

Mr.Hanley

As I have stated I will not sign any documents for consumer defense. You in email have repeatedly contradicted yourself. I will obtain my money. Thank you for the emails to support what I have stated.

Look forward to finding a legal resolution to this unfortunate experience I have had with Consumer Defense.

Lori Schulz

Sent from Yahoo Mail on Android

ATTACHMENT L

From: Lori Schulz
To: Yadoo, Jennifer
Subject: Fw: return
Date: Tuesday, April 25, 2017 5:43:21 PM

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Wednesday, April 19, 2017, 10:55 AM, Lori Schulz <[REDACTED]> wrote:

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Monday, January 16, 2017, 2:32 PM, Lori Schulz <[REDACTED]> wrote:

I have the paper trail to back my complaints Mr.Hanley

Sent from Yahoo Mail on Android

On Mon, Jan 16, 2017 at 2:11 PM, Jonathan Hanley
<jhanley@consumerdefense.com> wrote:

You have threatened a plethora of complaints. And to be completely honest you have no one to blame for the situation that you are in but your self. I will happily refund the money; I have your wire instructions but I am not doing it without a release.

The last email that you will receive for me until such time as I see the release come through via fax.

I am Blocking your email at this point as I feel that you are beginning to harass me.

Again once the fax comes through I will send the wire.

On Jan 16, 2017, at 11:15 AM, Lori Schulz <[REDACTED]> wrote:

I will legally get my money returned. You told me via email you were having it post to my account last Wednesday. Mr.Hanley this company has continued to contradict, evade and lie to me..

Sent from Yahoo Mail on Android

On Mon, Jan 16, 2017 at 12:10 PM, Jonathan Hanley
<jhanley@consumerdefense.com> wrote:

I am not budging on the release.

It's your decision what you want to do.

On Jan 16, 2017, at 6:09 AM, Lori Schulz <[REDACTED]>
wrote:

I am stating I will not sign any paper work for consumer defense, Is
the company withholding my money or will it be returned.
Lori schulz

Sent from Yahoo Mail on Android